REQUEST FOR PROPOSAL

FOR

SELECTION OF CONCESSIONAIRE FOR IMPLEMENTATION OF ENERGY EFFICIENCY PROJECT FOR STREETLIGHTS BY REPLACEMENT OF EXISTING CONVENTIONAL LAMPS WITH LED LAMPS ALONG WITH CENTRALIZED CONTROL & MONITORING SYSTEM (CCMS) IN RAJARAJESHWARI NAGAR ZONE AND DASARAHALLI ZONE

THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP)

Bruhat Bengaluru MahanagaraPalike
Hudson Circle, N.R.Square, Bengaluru,
Karnataka-560002, India

GLOSSARY:

Authority	As defined in Clause 1.1
Tender Inviting Authority (The Authority)	As defined in Clause 1.1
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.1
Bidding Process	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.2.2
Earnest Money Deposit	As defined in Clause 1.2.4
Bid Validity Period	As defined in Clause 2.18
Conflict of Interest	As defined in Clause 2.1.17
Consortium	As defined in Clause 2.1.2
Concessionaire	As defined in Clause 1.1.7
Eligibility Criteria	As defined in Clause 3.3
Financial Capacity	As defined in Clause 3.3.2
Government	Government of Karnataka
Jt. Bidding Agreement	As defined in Clause 2.1.21(f) (i)
Lead Member	As defined in Clause 2.1.21(c)
LOA	As defined in Clause 3.4.4
Member	Member of a Consortium
Other Members	As defined in Clause 2.1.21(c)
Performance Security	As defined in Article11 of Agreement
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
Agreement	As defined in Clause 1.1.7
Technical Capacity	As defined in Clause 3.3.2

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Bruhat Bengaluru Mahanagara Palike(Authority) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (**the "Bid"**). This RFP includes statements, which reflect various assumptions and assessments arrived at by The Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for The Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP and subsequently provided to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that The Authority/Authority is bound to select a Bidder or to appoint the Concessionaire, as the case may be, for the Project and The Authority/Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason

whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Table of Contents

DISCLAIMER 1

1. Introduction 5

1.1. Background 5

1.2. Brief Description of Bidding Process 10

1.3. Schedule of Bidding Process: 11

2. Instructions to Bidders 13

A. General 13

2.1. General terms of Bidding 13

2.2. Change in composition of the Consortium: 18

2.3. Change in Ownership: 18

2.4. Cost of Bidding 19

2.5. Site visit and verification of information 19

2.6. Right to accept and to reject any or all Bids 20

2.7. Contents of the RFP 20

2.8. Clarifications 21

2.9. Amendment of RFP 22

B. PREPARATION AND SUBMISSION OF BIDS 23

2.10. Format and Signing of Bid 23

2.11. Submission of Bid 23

2.12. Qualification Submission 24

2.13. Bid Due Date 24

2.14. Late Bids 24

2.15. Financial Bid 24

2.16. Modifications/ Substitution/ Withdrawal of Bids 25

2.17. Rejection of Bids 25

2.18. Validity of Bids 25

2.19. Confidentiality 25

2.20. Correspondence with the Bidder 26

C. EARNEST MONEY DEPOSIT 26

2.21. Earnest Money Deposit 26

3. Evaluation of Bids 27

3.1. Opening and Evaluation of Bids 27

3.2. Tests of responsiveness 27

3.3. Evaluation of Eligibility Criteria and Technical Bid 28

3.4. Selection of Bidder 29

3.5. Contacts during Bid Evaluation 30

3.6. Financial Close 30

4. Fraud and Corrupt Practices 31

5. Pre-Bid Meeting 32

6. Miscellaneous 32

APPENDIX – I.....33
APPENDIX -II 38
APPENDIX–III (A).....39
APPENDIX –III (B) 40
APPENDIX - IV 45
APPENDIX – V.....47
APPENDIX – VI.....48
APPENDIX – VII.....49
APPENDIX – VIII 50
APPENDIX – IX.....51
APPENDIX- IX A 52
APPENDIX – X.....54
APPENDIX – XI.....55
APPENDIX – XII.....59
APPENDIX – XIII 61
APPENDIX – XIV.....63
APPENDIX-XV.....67
APPENDIX-XVI.....68
APPENDIX - XVII.....70
APPENDIX-XVIII 95
APPENDIX-XIX.....96

1. Introduction

1.1. Background

1.1.1. Bruhat Bengaluru Mahanagara Palike (BBMP) is the administrative body that is responsible for all civic amenities and some infrastructural assets of the Greater Bengaluru metropolitan area. BBMP is the 4th largest Municipal Corporation in India and responsible for developing zoning and building regulations, health, hygiene, licensing, trade, & education and also improving the quality-of-life of citizens by maintaining public open spaces, water bodies, parks, and greenery.

1.1.2. With the objective of providing sustainable and energy efficient smart lighting in urban areas, BBMP, has decided to implement Energy Efficient Street Lighting Project by replacement of existing conventional lamps with Light emitting diode (LED) streetlights on PPP mode across all the zones of the Corporation.

1.1.3. BBMP, the Authority, invites proposal from reputed bidders for implementation of Energy Efficiency Project forstreetlighting system by replacement of existing conventional streetlights with energy efficient LED streetlights and installing Centralized control & Monitoring system. This includes integration of new LED and existing LED streetlights with CCMS system within an implementation period of 8 months (extendable by additional 2 Months with Liquidated Damages)along with Operation and Maintenance (including existing LED streetlights) for a period of 7 years excluding original or extended implementation period (**hereinafter referred as the "Project"**).

1.1.4. Brief particulars of the Project are detailed below:

1. Dasarahalli Zone (12 Wards):

Available Conventional Lights		
Road Category	**Type**	**Quantity (Nos)**
A1	SV 250W	50
A1	MH 400W	340
A1	TL 40W	1
A2	SV 250W	632
A2	MH 400W	66
A2	TL 40W	1
B1	SV 250W	10698
B1	MH 400W	272
B1	TL 40W	27
B2	SV 250W	3836
B2	MH 400W	128
B2	TL 40W	8
B2	MV 125W	238
Total – A		**16,297**

Table 1 Conventional Lights of Dasarahalli Zone

Existing LED Lights		
Sl.No	**Type**	**Quantity (Nos)**
1	LED 24W	70
2	LED 30W	1414
3	LED 65W	2121
4	LED 90W	9423
5	LED 120W	751
Total – B		**13,779**
Total= A+B (Existing Street Lights)		**30,076**

Table 2 Existing LED Lights of Dasarahalli Zone

Empty Poles		
Road category	**Type**	**Quantity (Nos)**
A1	LED 120W	4
A2	LED 90W	47
B1	LED 65/70W	799
B1&C	LED 40W	304
High Mast	LED 200W	60
Total – C		**1214**

Table 3 Empty Poles of Dasarahalli Zone

2. Rajarajeshwari Nagar (RR Nagar) ZONE (22 Wards)

Available Conventional Lights		
Road Category	**Type**	**Quantity (Nos)**
A-1	SV 250W	1256
A-1	MH 400W	62
A-1	TL 40W	5
A-2	SV 250W	4037
A-2	MH 400W	77
A-2	TL 40W	30
A-2	MH 200W	1
B-1	SV 250W	39267
B-1	MH 400W	385
B-1	TL 40W	147
B-1	MH 200W	14
B-2	SV 250W	10852
B-2	MH 400W	70
B-2	TL 40W	143
B-2	MH 150W	12
Total – A		**56,358**

Table 4 Existing Conventional Lights of RR Nagar Zone

Existing LED Lights		
Sl.No	**Type**	**Quantity (Nos)**
1	LED 24W	3182
2	LED 30W	2891
3	LED 49W	1413
4	LED 65W	5738
5	LED 90W	7749
6	LED 120W	65
7	LED 150W	46
8	LED 200W	16
Total – B		**21,100**
Total= A+B (Existing Street Lights)		**77,458**

Table 5 Existing LED Lights of RR Nagar Zone

Empty Poles		
Road category	**Type**	**Quantity (Nos)**
A1	LED 120W	116
A2	LED 90W	374
B1	LED 65/70W	3622
B1&C	LED 40W	1012
High Mast	LED 200W	55
Mini High Mast	LED 120W	1
Total – C		**5180**

Table 6 Existing LED Lights of RR Nagar Zone

Note: *Each Flood light of the high mast will be comprising of multiple lamps.
Empty poles don't carry any light
For detailed Baseline assessment, refer Table-1 and Table-2 of

As on bidding date, the existing LED lights in corporation limits are not having any warranty period from OEM.

1.1.5. The Authority intends to select a suitable bidder (**the "Bidder"**) through a competitive bidding process in accordance with the Criteria/conditions set out in this document.

1.1.6. The successful Bidder (the "Concessionaire"), shall be responsible for replacement of existing conventional streetlights with energy efficient LED streetlights, installing Centralized control & Monitoring system and integration of new LED and existing LED streetlights with CCMS system within an implementation period of 8 months (extendable by additional 2 Months with Liquidated Damages) along with Operation and Maintenance (including existing LED streetlights) for a period of 7 years excluding original or extended implementation period, as per the inventory detailed in

APPENDIX - XVII and in accordance with the provisions of the draft concessionaire agreement (hereinafter the draft Concessionaire Agreement is referred to as Agreement") to be entered between the Authority and the successful Bidder, in the form enclosed as part of the Bidding Documents pursuant hereto.

1.1.7. The scope of work includes implementation of the Project set forth in this document together with provision of Project Facilities as specified and in conformity with the Technical Specifications and standards set forth in

APPENDIX - XVII and Schedule-3 of Agreement.

1.1.8. Assessment of actual cost of the Project will have to be made by the Bidders before submission of the Bid.

1.1.9. The Draft Concessionaire Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations.

1.1.10. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Agreement or The Authority's right to amend, alter, change, supplement or clarify the Scope of Work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Request for Proposal ("RFP") are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by The Authority.

1.1.11. The Authority shall receive Bids in accordance with the terms set forth in this RFP and other documents to be provided pursuant to this RFP (**collectively the "Bid Documents"**), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms.

1.1.12. Under this RFP, a Bidder shall submit only one Bid for the Project. In the event that the evidence provided by the Bidder is found to be unsatisfactory by The Authority, such Bids shall be summarily rejected. However, the Project would be awarded to the Bidder subject to it meeting the Eligibility Criteria set out for the Project. For the purpose of identifying the Bidder to implement the Project, the Bids submitted by each Bidder would be evaluated on the basis of the evaluation criteria set out in Section-3:Evaluation of Bids of this RFP.

1.2. Brief Description of Bidding Process

1.2.1. The Authority has adopted a process (**the "Bidding Process"**) for selection of Bidders for award of the Projects and invites Bids from eligible "Bidders", which expression shall, unless repugnant to the context include the members of the Consortium, for the Project electronically in the unified KPP Portal of the Government of Karnataka **http://kppp.karnataka.gov.in** (**hereinafter also referred to as "KPP Portal"**) in accordance with the terms of this RFP. The Authority or any of its assignee shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through KPP Portal or for rejection of Bids by KPP Portal for whatsoever reasons. No correspondence shall be entertained by The Authority/Authority in this regard.

1.2.2. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the last date specified for submission of Bids (**the "Bid Due Date**").

1.2.3. The Bidding Documents include the Request for Proposal and Agreement for the Project. The Bidding Documents and any addenda and/or corrigenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

1.2.4. The Bidders are required to deposit, along with its Bid, an Earnest Money Deposit "**(EMD)"** of INR 1,40,77,000/- (INR One Crore Forty Lakhs Seventy Seven Thousand Only). The EMD shall be refundable as per clause 2.21 except in the case of the selected Bidder whose EMD shall be retained till it provides a Performance Security under the Agreement. The Bidder must remit INR 5,00,000 (INR Five Lakhs only) as part of the earnest money deposit along with the bid processing fees by way of online payment through KPP portal. Bidder must also upload a soft copy/scan copy of bank guarantee for INR 1,35,77,000/- (INR One Crore Thirty Five Lakhs Seventy Seven Thousand Only) valid up to 180 days from the bid due date towards the balance amount of the earnest money deposit on the KPP portal before the specified time of the bid due date. Bidder must submit the hard copy of the Bank Guarantee to The Authority within 3 days of the bid due date.

Note:

a) The Authority or any of its assignee shall not be held responsible in case of failure on part of the Bidder to furnish the EMD through KPP Portal or for rejection of Bids by KPP cell for whatsoever reasons, no correspondence shall be entertained by The Authority in this regard.

b) Payment submitted through cheque or demand draft shall not be accepted. The Bid shall be summarily rejected if it is not accompanied by the EMD.

1.2.5. The Bidders are invited to examine the Project in greater detail, and to carry out field visits, at their cost, such studies as may be required for submitting their respective Bids for award of the Rights including implementation of the Project.

1.2.6. The technically qualified Bids shall be eligible for financial opening and evaluation. The bidder who quotes the lowest Equated Monthly Installment (EMI) shall be the successful Bidder for the Project.

1.2.7. If in the opinion of the Authority, the quoted lowest EMI of the bidder is substantially high, then the Authority reserves its right to conduct negotiation(s) with the L1 bidder and or other bidders as the case may be and if the authority is not satisfied with the negotiated price, shall have the right to annul the Bidding Process and may invite a fresh tender.

1.2.8. The Concessionaire shall be entitled for the revenues from the Project in accordance with the terms of the Agreement.

1.2.9. Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.2.10. Any queries (including any discrepancy, ambiguity and error with specific clause number) or request for additional information concerning this RFP shall be submitted only through KPP Portal under the queries section before the scheduled given in Clause1.3.

1.3. Schedule of Bidding Process:

1.3.1. The Authority shall endeavor to adhere to the following schedule:

Sl.no.	Events	Date/Time/Location
1	Last date and time for receiving queries	As notified in KPP portal
2	Venue, Date and time of Pre-Bid Meeting	As notified in KPP portal

Sl.no.	Events	Date/Time/Location
3	Last date and time prescribed for submission of bid(s) (Bid due date).	As notified in KPP portal
4	Date and time of opening of the Technical Bid(s)	As notified in KPP portal
5	Date and time of opening the Financial Bid (s) of Technically Qualified Bidder(s)	As notified in KPP portal
6	Validity of Bids	180 days

2. Instructions to Bidders

A. General

2.1. General terms of Bidding

2.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be for the Project.

2.1.2. The Bidder may be a sole Bidder or a group of entities (the **"**Consortium shall have only 3 Members"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, cannot be a member of another Consortium. The term Bidder used herein would apply to both a sole Bidder and a Consortium and also the selected Bidder who bids as a Consortium and chooses to formulate a SPV to execute the project may be allowed to do so, provided the following conditions are satisfied:

a) Shareholding of Lead Member of the Consortium in SPV shall be not less than 51%

b) Lead Member shall not be permitted to reduce the shareholding below 51% for the entire duration of the Concession Period.

2.1.3. If the selected Bidder is a single entity/ sole Bidder and chooses to formulate a SPV to execute the Project may be allowed to do so, provided the single entity/ sole Bidder shall hold complete shareholding in the SPV throughout the Concession Period. The Bidder shall be registered with Registrar of Companies (RoC) under the Companies Act 1956/2013 or Class-I contractor registered with PWD/Electrical Inspectorate or Registration deed for firms or shall be registered with Government of India or State Govt. or its undertaking. The scanned copies of the Certificates shall be submitted along with the Bid.

2.1.4. All the entities forming a Consortium, bidding for the Project, shall be registered with Registrar of Companies (RoC) under the Companies Act 1956/2013 or Class-I contractor registered with PWD/Electrical Inspectorate or Registration deed for firms or shall be registered with Government of India or State Govt. or its undertakings. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.21. The scanned copies of the Certificates shall be submitted along with the Bid

2.1.5. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Agreement for the Project shall have the meaning assigned thereto in the Agreement.

2.1.6. The baseline assessment report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own assessment of the Project before submitting their Bids. Nothing contained in the baseline assessment report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the baseline assessment report.

2.1.7. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on

the Bidder hereunder shall continue to have effect in addition to its obligations under Agreement.

2.1.8. The Bidders should submit the financial quote through KPP Portal only. However, Bidders should submit the breakup of financial quote in the format provided in Appendix XVI on or before date prescribed for opening of technical bid(s) in a sealed cover. Sealed covers thus submitted will be opened after the opening of Financial Bid in KPP Portal. This break up of financial quote is for internal analysis only and will not be considered for evaluation of Financial Bid. The Financial Bid as per the KPP Portal will be treated as actual quote of the Bidder.

2.1.9. The Financial Bid shall consist of equated monthly installment (the "EMI") payment to be quoted by the Bidder payable by the Authority as per the terms and conditions of this RFP and the provisions of the Agreement.

2.1.10. The Bidder shall furnish an EMD as per clauses 1.2.4 and 2.21 and in accordance with the provisions of this RFP.

2.1.11. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the last date specified for submission of Bids**(the "Bid Due Date")**.

2.1.12. The Bidder should submit a Power of Attorney as per the format at APPENDIX – XII, authorizing the signatory of the Bidder to commit the Bid.

2.1.13. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at APPENDIX – XIII.

2.1.14. Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.

2.1.15. The Bid submission and all related correspondence and documents in relation to the Bidding Documents shall be in English language.

2.1.16. The Bidding Documents including this RFP and all attached documents shall remain the property of The Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and The Authority will not return any Bid, document or any information provided along therewith.

2.1.17. A Bidder shall not have a conflict of interest **(the "Conflict of Interest")** that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (**the "Damages"**), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/

or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 26% of its paid up and subscribed capital; or
ii. a constituent of such Bidder is also a constituent of another Bidder; or
iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
vi. Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or Technical Specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this clause 2.1.17, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (**the "Associate**"). As used in this definition, the expression "control"**(the "Control")** means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 26% (twenty-six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.18. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in

any manner whatsoever to the selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.19. This RFP is not transferable.

2.1.20. Any award of concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.21. Special Conditions of Consortium –

The Consortium shall also comply with the following requirements:

a. The number of Members in a Consortium shall not be more than3 (three);

b. The Bid should contain the information required for each Member of the Consortium;

c. Members of the Consortium shall nominate one member as the lead member (**the "Lead Member**"). The other members of the Consortium shall be termed as **"Other Member 1 and Other Member 2**". The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix - XIII, signed by all the members of the Consortium;

d. The Bid should include a brief description of the status of the Consortium Members (Lead Member or Other Member);

e. At the same time, sole Bidder cannot be member of a Consortium applying for qualification. Further, a Member of a particular Consortium cannot be a Member of any other Consortium applying for qualification;

f. In case of the Consortium, the Lead Member shall execute the Agreement on behalf of the Consortium.

i. Members of the Consortium shall enter into a binding joint bidding agreement (**the "Jt. Bidding Agreement**"), as per the format provided in APPENDIX – XIV, for the purpose of submitting Bid and should submit the same along with the Bid. The Jt. Bidding Agreement should be specific to the Project and should fulfil the requirements set out below, failing which the Bid shall be considered non-responsive. The Jt. Bidding Agreement shall, inter alia:

a. Convey the intent to carry out all the responsibilities in terms of the Agreement, in case the Project is awarded to the Consortium.
b. Clearly outline the proposed roles and responsibilities of each member at each stage as regards planning and execution;
c. Members of the Consortium shall specify the Lead Member duly evidenced by Power of Attorney as per the format provided in Appendix-XIII signed by legally authorized signatures of all partners. The Lead Member would be authorized to incur liabilities and receive instructions for and on behalf of any of all Members of the Consortium and the entire execution of the concession including receiving of payment due and through whom

any correspondence between the Bidder and the Authority will be channeled.

d. include a statement to the effect that all Members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project in accordance with the Agreement; and
e. Except Lead Member, other Members of Consortium shall have no direct or financial claim on The Authority/Authority.

2.1.22. Any entity which has been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.23. A Bidder/Consortium Member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium Member.

2.1.24. The following conditions shall be adhered to while submitting a Bid:

a. Bidders should upload clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
b. information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder or Member named in the Bid and not, unless specifically requested, to other associated companies;
c. Bidders should demonstrate their eligibility criteria (**the "Eligibility Criteria"**)in accordance with clause 3.3of this RFP.

2.1.25. While qualification is open to Bidder from any country which should have a branch office and operations in India. However only the past experiences in India are considered for technical qualification.

2.1.26. Group Business Entity

a. In the case the Bidder is permitted to use the credentials of its parent company**(the "Parent Company")**, then the Parent Company shall guarantee the due and proper performance of the Contract and the due observance and punctual performance of all obligations, duties, undertakings, covenants and conditions by or on the part of the Authority contained therein and to be observed and performed by it, which guarantee shall extend to include any variation or addition to the Agreement.
b. In case, the Bidder is awarded the tender, the Parent Company shall be liable for and shall indemnify the Concessionaire against all losses, damages, costs and expenses, whatsoever which the Concessionaire may incur by reason or in consequence of any such failure to carry out observe, in the event of the Concessionaire failing to carry out, observe or perform all any of the said obligations, duties undertakings, covenants and conditions under the Contract (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdiction)the Parent Company.

2.2. Change in composition of the Consortium:

2.2.1. Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by The Authority, before the last date of submission, only where:

a. the Lead Member continues to be the Lead Member of the Consortium;
b. the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for applicants**(the "Applicant")**; and
c. the new Member(s) expressly adopt(s) the application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.

2.2.2. Approval for change in the composition of a Consortium shall be at the sole discretion of The Authority and must be approved by The Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

2.2.3. The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form at APPENDIX – XIV, prior to the Bid Due Date.

2.2.4. Deleted.

2.3. Change in Ownership:

2.3.1. By submitting the Bid, the Bidder acknowledges and undertakes that the Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd(second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost acknowledged in the APPENDIX-I. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in Control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform The Authority forthwith along with all relevant particulars about the same and The Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the selected Bidder, as the case may be. In the event such change in Control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever

to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, The Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to The Authority or Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4. Cost of Bidding

2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority and/or The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:

a. made a complete and careful examination of the Bidding Documents;
b. received all relevant information requested from the Authority;
c. acknowledged and accepted the risk of inadequacy, or furnished by or on behalf of the Authority relating to any of the matters referred to in clause 2.5.1above;
d. satisfied itself about all matters, things and information including matters referred to in clause 2.5.1hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in clause 2.5.1hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
f. Acknowledge that it does not have Conflict of Interest; and
g. Agreed to be bound by the undertakings provided by it under and in terms hereof.
h. Agreed that visited site locations and understood the existing street lighting system and BESCOM distribution system.
i. Location coordinates of existing luminaires are given in Table - 09. Details attached separately

2.5.3. Bidder shall submit the site inspection declaration as per APPENDIX-XVIII.

2.5.4. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by The Authority.

2.6. Right to accept and to reject any or all Bids

2.6.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2. The Authority reserves the right to reject any Bid if:

a. at any time, a material misrepresentation is made or uncovered, or
b. the Bidder does not provide, within the time specified by the Authority and/or The Authority, the supplemental information sought by the Authority and/or The Authority for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification/rejection occurs after the Bids have been opened and one of the Selected Bidder gets disqualified/ rejected, then the Authority and/or The Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority and/or The Authority including annulment of the Bidding Process.

2.6.3. In case it is found at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Right thereby granted by The Authority/Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority/The Authority to the Bidder, without The Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, The Authority/Authority shall forfeit and appropriate the EMD or Performance Security, as the case may be, as genuine compensation and Damages payable to The Authority for, inter alia, time, cost and effort of The Authority, without prejudice to any other right or remedy that may be available to The Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

2.6.4. The Authority reserve the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority and to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any Right of The Authority thereunder.

2.7. Contents of the RFP

2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addendum/Corrigendum issued in accordance with clause 2.8.

a. Information to Bidders
Section 1. Introduction
Section 2.Instruction to Bidders

Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Meeting
Section 6. Miscellaneous

b. APPENDICES
Appendix I - Letter Comprising Bid
Appendix II –Details of Bidder
Appendix III (A)–Technical Criteria of the Bidder
Appendix III (B) - Relevant Projects Carried Out in Last Five Years That Best Illustrate Qualifications
Appendix III (C)– Certificate from The Client Regarding Best Illustrate Qualifications
Appendix IV - Financial Capability of the Bidder
Appendix V - Format for Certificate from Statutory Auditor for Financial Criteria of the Bidder
Appendix VI - Statement of Legal Capacity
Appendix VII - Anti-Collusion Certificate
Appendix VIII - Format for Affidavit Certifying That the Entity/Promoter/S / Director/S of Entity Are Not Blacklisted
Appendix IX – Declaration of Shareholding Pattern of the Bidder
Appendix X- No Deviation Certificate
Appendix XI- Integrity Pact
Appendix XII- Power of Attorney for Signing of Bid
Appendix XIII - Power of Attorney for Lead Member of Consortium
Appendix XIV - Joint Bidding Agreement (Applicable in case of Consortium)
Appendix XV - Specimen of Financial BID
Appendix XVI Break Up of Financial Bid
Appendix XVII - Scope of Work
Appendix XVIII - Site visit declaration
Appendix XIX – Bid Security/EMD Bank Guarantee Form

2.8. Clarifications

2.8.1. Bidders requiring any clarification on the RFP may notify The Authority through KPP Portal in accordance with the schedule given in clause 1.3. The Authority shall endeavor to respond to the queries within 5(five) days prior to the Bid Due Date. The responses will be published in the KPP Portal without identifying the source of queries as an addendum/ corrigendum.

2.8.2. The Authority shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, The Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring The Authority to respond to any question or to provide any clarification.

2.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through KPP Portal. All clarifications and interpretations issued by The Authority shall be

deemed to be part of the Bidding Documents. Verbal clarifications and information given by The Authority or its employees or representatives shall not in any way or manner be binding on The Authority.

2.9. Amendment of RFP

2.9.1. At any time prior to the Bid Due Date, The Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addendum/ corrigendum.

2.9.2. Any addendum/ corrigendum thus issued will be published in KPP Portal. The published details on the said sources will be binding on the participating Bidders.

2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, The Authority may, at its own discretion, extend the Bid Due Date. Information about extension of the deadline will be published in KPP Portal vide corrigendum.

B. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of Bid

2.10.1. The Bidder shall provide all the information sought under this RFP through KPP Portal http://kppp.karnataka.gov.in The Authority will evaluate only those Bids that are received through KPP Portal in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection and shall be treated as non-responsive.

2.10.2. Wherever applicable documents of the Bid sought under this RFP shall be typed &signed by the authorized signatory of the Bidder and same shall be scanned and uploaded in KPP Portal.

2.11. Submission of Bid

2.11.1. The Bidder shall submit the Bid(s) in the form specified in clause 2.10

2.11.2. The Bidder shall submit following documents through KPP Portal http://kppp.karnataka.gov.in

2.11.3. The documents accompanying the Bid(s) submission shall include:

i. "Technical Proposal-Key Submissions"

a. Scanned copy of the Letter of Bid in the prescribed format provided in Appendix - I to Appendix XVI and Appendix XVIII with supporting documents
   - Scanned copy of the Power of Attorney for signing of Bid in the prescribed format (APPENDIX – XII); original copy of power of attorney should be submitted to The Authority within 3 working days after the bid due date.
   - If applicable, the scanned copy of Power of Attorney for Lead Member of Consortium in the prescribed format (APPENDIX – XIII); original copy of power of attorney should be submitted to The Authority within 3 working days after the bid due date only in the case of consortium.

b. Scanned copy of Certificate of Incorporation and a copy of Memorandum and Articles of Association of the Bidder;
   - Bidder must submit scanned copy of the certificate from the Statutory Auditor for Bidder (format provided as APPENDIX – V);

c. Copies of Bidder's or each Consortium Member's duly audited annual reports and financial statements (balance sheets and profit and loss account) for the financial year 2019-20 to 2023-24.
   - Scanned copy of the Jt. Bidding Agreement, in case of a Consortium in the format provided in "APPENDIX – XIV";
   - Scanned copy of the Statement of Legal Capacity in the format provided in APPENDIX – VI;
   - Scanned copy of the Anti-Collusion Certificate in the format provided in APPENDIX – VII;
   - Scanned copy of the Anti-Blacklisting/debarment Affidavit in the format provided in APPENDIX – VIII
   - Scanned copy of the Declaration of Shareholding Pattern of the Bidder in the format provided in APPENDIX – IX;
   - Scanned copy of the No Deviation Certificate
   - Appendix IX-A

- Appendix X
- Scanned copy of the Site visit declaration and understanding of the RFP including Scope of work- APPENDIX - XVII: and
- Scanned copy of the Integrity Pact APPENDIX – XI
- Scanned copy of the Bid Security/EMD Bank Guarantee Form Appendix - XIX

d. A copy of the RFP and Agreement with each page signed by the person signing the Bid in pursuance of the Power of Attorney's referred under this RFP. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid.
e. Scanned copies of registration certificate of the company\ or Class-I contractor registered with PWD/Electrical Inspectorate or Registration deed for firms or shall be registered with Government of India or State Govt. or its undertakings in accordance with clause 2.1.1

2.12. Qualification Submission

a. Technical capability APPENDIX–III (A)(B);
b. Financial capability (APPENDIX - IV, V & VI),

2.12.1. The Financial Bid of the Bidder shall be submitted only through KPP Portal.

2.12.2. If the documents are not uploaded in the manner as instructed in this RFP document, Authority and/or The Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.13. Bid Due Date

2.13.1. Bids should be submitted through KPP Portal before the date and time specified in KPP Portal in the manner and form as detailed in this RFP.

2.13.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an addendum/ corrigendum in accordance with clause 2.9.3uniformly for all Bidders.

2.13.3. The Authority reserve the right to seek original documents for verification of any of the documents or any other supporting documents upon opening of the Bidding Documents.

2.14. Late Bids

2.14.1. There is no scope for submission of bids after prescribed date and time in KPP Portal.

2.15. Financial Bid

2.15.1. The Financial Bid(s) shall be submitted only through KPP Portal.

2.15.2. Bid, consisting of the Bidders financial offer for the Project in prescribed format as per Appendix XV of this document. The Authority will open/unlock the Bids uploaded through KPP Platform as specified above, including modifications made pursuant to clause 1.3online on the date notified in the KPP Portal in the presence of Bidders or their authorized representatives, who choose to be present at the

stipulated place as notified in the KPP Portal. In the event of the specified date of opening being declared a holiday for the Authority, the Bids will be opened at the appointed time and location on the next working day. The Bidders can also view the contents after the opening of the Bids. The Bidder's representatives who are present shall produce authorization letter and shall sign evidencing their attendance.

2.15.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15.4. A tender submitted with an adjustable /conditional quotation will be treated as non-responsive and rejected.

2.16. Modifications/ Substitution/ Withdrawal of Bids

2.16.1. The Bidder may modify, substitute or withdraw its Bid prior to the Bid Due Date. No Bid may be withdrawn during the period after Bid Due Date and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its EMD, pursuant to clause 2.21

2.17. Rejection of Bids

2.17.1. Notwithstanding anything to the contrary, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.17.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.18. Validity of Bids

2.18.1. The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date **(the "Bid Validity Period")**. The Bid with lesser validity shall be liable to rejection. In exceptional circumstances, prior to expiry of the original time limit, The Authority may request that the Bidders to extend the period of validity for a specified additional period. The request and the Bidders responses shall be made in writing. A Bidder may refuse the request without forfeiting his Earnest Money Deposit. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Earnest Money Deposit for a period of the extension.

2.19. Confidentiality

2.19.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising The Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.20. Correspondence with the Bidder

2.20.1. The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

C. EARNEST MONEY DEPOSIT

2.21. Earnest Money Deposit

2.21.1. The Bidder shall furnish as part of its Bid, an EMD for an amount and in the manner provided in clause 1.2.4.

2.21.2. Any Bid not accompanied by the EMD shall be summarily rejected by The Authority as non-responsive

2.21.3. Save and except as provided in clause 1.2.4, the EMD of unsuccessful Bidders will be returned by The Authority, without any interest, as promptly as possible on acceptance of the Bid of the selected Bidder and successful completion of the Bidding Process or when the Bidding process is cancelled by The Authority.

2.21.4. The selected Bidder's EMD will be returned, without any interest, upon the Bidder signing the Agreement with the Authority and furnishing the Performance Security in accordance with the provisions thereof.

2.21.5. The Authority shall be entitled to forfeit and appropriate the EMD as genuine compensation / damages to The Authority in any of the events specified in clause 2.21.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that The Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation of any kind on EMD shall be given to any Bidder.

2.21.6. The EMD shall be appropriated by The Authority as genuine compensation and damages payable to The Authority for, inter alia, time, cost and effort of The Authority without prejudice to any other right or remedy that may be available to The Authority hereunder or otherwise, under the following conditions:

a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
b. If a Bidder withdraws its Bid after opening of the Financial Bid during the period of Bid Validity as specified in this RFP and as extended by the Bidder from time to time;
c. In case the Bidder fails to acknowledge the letter of acceptance and/or Allotment Letter, and fails to fulfil conditions of the letter of acceptance and/or Allotment Letter.
d. In the case of Selected Bidder, if it fails within the specified time limit -
    I. to sign the Agreement and/or
    II. to furnish the Performance Security
e. If the documents uploaded by the Bidder found fake/forged

3. Evaluation of Bids

3.1. Opening and Evaluation of Bids

3.1.1. The Authority shall open the Bids as per the schedule of Bidding Process specified in clause 1.3at the place specified in clause 1.3and in the presence of the Bidders who choose to attend.

3.1.2. The Authority will examine and evaluate the Bids in the manner set out in accordance with the provisions set out in this Section 3.

3.1.3. To facilitate evaluation of Bids, The Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.1.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority and/or The Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

3.1.5. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.2. Tests of responsiveness

3.2.1. Prior to evaluation of Bids, The Authority shall determine whether each Bid is responsive to the requirements of RFP. in addition to clause 2.11 bid shall be considered responsive only if:

a. it is received as per the format at Appendix -I to Appendix-XIX;
b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.9;
c. it is submitted through KPP Portal in the manner stipulated in Clause2.9, 2.10and2.11
- Scanned copy of the Jt. Bidding Agreement, in case of a Consortium in the format provided in "APPENDIX – XIV"

d. copy of Certificate of Incorporation and a Copy of Memorandum and Articles of Association of the Bidder;
e. Copies of Bidder's in case of sole Bidder or each Consortium Member's in case of consortium duly audited annual reports and financial statements (balance sheets and profit and loss account) for the financial year 2019-20 to 2023-24;
f. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding
g. Documents (in formats same as those specified);
h. A copy of the Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney's referred to in sub-clause (b) and sub-clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid;
i. it does not contain any condition;

3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority and/or The Authority in respect of such Bid.

3.3. Evaluation of Eligibility Criteria and Technical Bid

3.3.1. The evaluation of the Bid submissions would involve opening and evaluation of the Technical proposals-key submissions and a test of responsiveness based on the provisions of clause 3.2of the RFP. Those Bids found to be substantially responsive would be evaluated in the second step. The Authority reserves the right to seek any clarifications on document(s) submitted in the KPP Portal

3.3.2. Only those Bidders whose Bids are responsive in accordance with provisions of clause 3.2above shall be considered for technical capacity (the "Technical Capacity) and financial capacity (the "Financial Capacity") evaluation. Bids which do not meet these criteria shall be rejected.

3.3.3. The Bidders competence and capacity is proposed to be established by following parameters:

a. Technical Criteria; and
b. Financial Criteria.

a. Technical Criteria:

For demonstrating Technical Capacity and experience, the Bidder should, over the past 5 (five) financial years (2019-20 to 2023-24) and including current financial year, have done:

Work Experience:

Sr. No.	Criteria	Sub-Criteria	Experience
1	Work Experience	Installation/ replacement of LED streetlight System in single Project/work	Bidder should have satisfactorily completed one similar project /work of "Installation / replacement of LED streetlights system in a single project /work " with value not less than INR 16,11,36,000/- (INR Sixteen Crores Eleven Lakhs Thirty Six Thousand only) between 01-04-2019 and the last date of bidding for any Corporation or ULB, or with any Government/Semi government /PSU[1] OR Bidder should have satisfactorily completed one similar project /work of "Installation / replacement of LED streetlights system in a single project /work with quantity not less than 39,525 No's (Thirty Nine Thousand Five Hundred Twenty Five) between 01-04-2019 and the last date of bidding for any Corporation or ULB, or with any Government/Semi government /PSU[1]
2		Installation and operation & maintenance of streetlights within a single Project/ work	Bidder should have satisfactorily completed one similar project /work of "Installation and operation and maintenance of street lights within a single work/project with at least 56,964 No's (Fifty Six Thousand Nine Hundred and Sixty Four) with CCMS installed between 01-04-2019 and the last date of bidding for any Corporation or ULB, or with any Government/Semi government /PSU[1]
3		Operation and maintenance of street lighting in any project/work	Bidder should have previously provided operation & maintenance of street lighting with minimum quantity of 36,328 No's of street lights and out of which 18,164 No's lights must be LED streetlights in any work(s)/project(s) in the period of 12 (twelve) consecutive months between 01-04-2019 and the last date of bidding for any Urban Local Bodies or

Sr. No.	Criteria	Sub-Criteria	Experience
			Corporations or with any Government/ Semi government /PSU.

[1]***Updated to the Financial Year in which the tender is invited. The value of the completed work/project shall be given a weight of 10% per year to bring it to the price level of the Financial Year in which the tender is invited***
Note:

1. Sole bidder/Consortium must satisfy criteria I and II
2. Project/Work Done Certificates accepted are to be certified from the Officer not below the rank of cadre of Executive Engineer or Head of the Institution of Central/State Govt. or their undertakings and PSUs/Authorized Signatory of ULB/ Corporations.

b. Financial Criteria:

Sr. No.	Criteria	Requirement
1	**Turnover**[2]	Bidder should have achieved in any 2 (two) Financial Years in last 5 (five) financial years (2019-20 to 2023-24) a minimum annual financial turnover of INR 131,09,05,658/- (One Hundred Thirty One Crores Eighty Nine Lakhs Five Thousand Six Hundred and Fifty Eight Only) OR For ESCO Operators: Bidder should have achieved in any two Financial Years in last 5 (five) financial years (2019-20 to 2023-24), a minimum annual financial turnover of INR 47,46,00,000 (Forty Seven Crores Forty Six Lakhs Only)
2	**Net worth**	Sole Bidder/ Lead member of Consortium should have a net worth of INR 41,52,75,000/- (Forty One Crore Fifty Two Lakhs Seventy Five Thousand Only) at the close of the preceding financial year.

[2]*Updated to the FY in which the tender is invited. Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tender is invited.*

In addition, the Application must be accompanied by the audited annual financial statements / reports of the Bidder audited by statutory auditor for the last five financial years (FY 2019-20 to FY 2023-24).

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 5 (five) years preceding the year for which the audited annual report is not being provided.

Note:

1. The Bidders shall submit the relevant certificates from the client in the formats prescribed in APPENDIX –III (B).
2. The Bidders shall submit the relevant certificates establishing financial criteria set out in Section-3 in the formats APPENDIX - IV and APPENDIX – V

3.4. Selection of Bidder

3.4.1. Subject to the provisions, the responsive Bidder whose Bid is adjudged as Technically Qualified and who quotes the lowest Equated Monthly Installment (EMI) shall ordinarily be declared as the selected Bidder.

3.4.2. In the event that two or more Bidders quote the same amount of lowest EMI (**the "Tie Bidders"**), the Authority and The Authority shall identify the selected Bidder by draw of lots or by Reverse bidding or appropriate prevailing practice, which shall be conducted, with prior notice, in the presence of the Bidders who quoted the same value choose to attend.

3.4.3. In the event that the lowest Bidder withdraws or is not selected for any reason, the Authority shall annul the Bidding Process and retender the project.

3.4.4. After selection, a Letter of Acceptance (**the "LOA"**) shall be issued, in duplicate, by The Authority to the selected Bidder and the selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected Bidder is not received by the stipulated date, The Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as Damages on account of failure of the selected Bidder to acknowledge the LOA.

3.4.5. Within 20 days of receipt of the Letter of Acceptance (LOA), the successful Bidder shall deliver to the Authority a Performance Security in the form of a bank guarantee, which shall be bank guarantee, issued by a Nationalized bank for an amount equivalent to 5% of the contract price (84 X EMI) for a period of 34 months. For the remaining 60 months, Performance Security in the form Bank Guarantee shall be equal to 5% of the "EMI X 60 months".

3.4.6. After acknowledgement of the LOA as aforesaid by the selected Bidder, it shall cause the selected Bidder to execute the Agreement after compliance of requirements of clause 3.4.4and clause 3.4.4. The selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.5. Contacts during Bid Evaluation

3.5.1. Bids shall be deemed to be under consideration from the time immediately after they are opened until such time the Authority makes official intimation of award/ rejection to the Bidders through KPP Portal. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, The Authority and/or their employees/ representatives on matters related to the Bids under consideration.

3.6. Financial Close

3.6.1. The selected Bidder shall achieve Financial Closure within 60 (sixty) days from the signing of the Agreement.

3.6.2. The letter of assurance for the payment to the PPP concessionaire will be provided from the Urban Development Department, Government of Karnataka.

4. Fraud and Corrupt Practices

4.1 It is GoK's policy to require that the Concessionaire to observe the highest standard of ethics during the execution of the Project.

4.2 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority shall reject a Bid or withdraw the LOA, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, The Authority shall forfeit and appropriate the EMD as genuine compensation and damages payable to The Authority towards, inter alia, time, cost and effort of The Authority, without prejudice to any other right or remedy that may be available to The Authority hereunder or otherwise.

4.3 Without prejudice to the right of the Authority under clause 4.1 hereinabove and the right and remedies which the Authority may have under the LOA, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.4 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of The Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of The Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of The Authority in relation to any matter concerning the Project;
b. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
c. **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by The Authority/Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Pre-Bid Meeting

5.1. A pre-bid meeting of the Bidders shall be convened at the designated date, time and place as mentioned in clause 1.3.1 maximum of two representatives of each Bidder shall be allowed to participate.

5.2. During the course of the pre-bid meeting, the Bidders will be free to seek clarifications from The Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. Miscellaneous

6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
b. Consult with any Bidder in order to receive clarification or further information;
c. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX – I

LETTER COMPRISING BID

(Refer SECTION 2- INSTRUCTION TO BIDDER)

(On the Letterhead of the Sole Bidder / Lead Member of the Consortium)

Dated:

To,
The Commissioner
Bruhat Bengaluru Mahanagara Palike
Bangalore, Karnataka 583101

Sub: "Bid for Selection of Concessionaire for Implementation and Maintenance of LED Streetlights/Lighting System and Centralized Control and Monitoring System" in Dasarahalli Zone and RR Nagar Zone through Public Private Partnership (PPP).

Dear Sir,

1 With reference to your RFP document dated --------, I/we, having examined the documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2 I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3 This statement is made for the purpose of qualifying as a Bidder for the implementation and operation & maintenance of the aforesaid Project.

4 I/ We shall make available to The Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5 I/ We acknowledge the right of The Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6 I/ We certify that in the last 3 (three) years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial

7 I/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any addendum issued by The Authority.

b. I/ We do not have any Conflict of Interest in accordance with clauses 2.1.17of the RFP document;

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in clause 4.4of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

e. The undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on date of making the Bid and are also true and correct as on the Bid Due Date and I/We shall continue to abide them.

8 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability, in accordance with Clause 2.6of the RFP document.

9 I/ We believe that we/ our Consortium satisfy(ies) the Financial Capacity and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document

10 I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.

11 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.

14 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority and / or The Authority of the same immediately.

15 I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

16 I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing, I/We

shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Acceptance, as the case may be.I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17 I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

18 In the event of my/ our being declared as the selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19 I/ We have studied the RFP carefully and assessed the Project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

20 I/We offer a EMD as specified in KPP Portal to the Authority in accordance with the RFP Document.

21 The EMD in the forms as set forth in the clause 1.2.4 is submitted

22 The documents accompanying the Bid, as specified in Clause 2.11, clause 3.2and clause 3.3of the RFP, have been submitted through KPP Portal

23 I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

24 The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

25 I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

26 We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement.

27 I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.

28 I/We hereby submitted the financial offer in Financial Bid of KPP Portal after detailed study and assessment of RFP and Project.

29 I, (Lead Member) of the Consortium acknowledge that we shall enter into the Agreement on behalf of the

Consortium for implementation of the Project. Further, we have executed the Joint Bidding Agreement as per the format prescribed in APPENDIX – XIV and we agree that all the Consortium Members shall be jointly or severally responsible for the implementation of the Project (if awarded). Further, we agree and accept that Other Members shall have no direct financial claim on the Authority.

30 We understand that in case Bidder/any of the Members of the Consortium is an entity as per Clause 2.1.23, the continued eligibility shall be subject to approval of The Authority from national security and public interest perspective. The decision of The Authority in this behalf shall be final and conclusive and binding on the Bidder.

31 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by The Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

32 I/We intend to participate in the Bidding Process as sole Bidder/ Consortium.

33 All information provided in the Bid and in the Appendices is true and correct.

34 The Statement of legal capacity as per format provided at

APPENDIX – VI of the RFP document, and duly signed, is enclosed. The Power of Attorney for signing of Bid [and the Power of Attorney for Lead Member of Consortium (strike out if not applicable), as per format provided at APPENDIX – XII and APPENDIX – XIII respectively of the RFP, are also enclosed.

35 I/ We further certify that we are not barred by the Central/ State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as Member of a Consortium.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the Authorized signatory)

Name and seal of Bidder/Lead Member

APPENDIX -II
DETAILS OF BIDDER
(On the Letterhead of the Bidder)

<table>
<tr><td>1.</td><td>Name:
Country of incorporation:
Address of the corporate headquarters and its branch office(s), if any, in India:
Date of incorporation and/ or commencement of business:</td></tr>
<tr><td>2.</td><td>Brief description of the Company including details of its main lines of business and proposed role and responsibilities in [this/ these Project(s)]:</td></tr>
<tr><td>3.</td><td>Details of individual(s) who will serve as the point of contact/ communication for the Authority:
Name:
Designation:
Company:
Address:
Telephone Number:
E-Mail Address:
Fax Number:</td></tr>
<tr><td>4.</td><td>Particulars of the Authorized Signatory of the Bidder:
Name:
Designation:
Address:
Phone Number:
Fax Number:</td></tr>
<tr><td>5.</td><td>In case of a Consortium:
a. The information above (1-3) should be provided for all the Members of the Consortium.
b. A copy of the Jt. Bidding Agreement, as envisaged in the RFP document should be attached to the Bid.

Information regarding role of each Member should be provided as per table below and the same shall be in accordance with the requirements set out in Clause 2.1.16 of this RFP:

<table>
<tr><th>Sl. No.</th><th>Name of Member</th><th>Status/Role (mention Lead or Other Member) *</th></tr>
<tr><td>1.</td><td></td><td></td></tr>
<tr><td>2.</td><td></td><td></td></tr>
<tr><td>3.</td><td></td><td></td></tr>
<tr><td colspan="3">* The status of each Member, as may be determined by the Bidder, should be indicated.</td></tr>
</table>
</td></tr>
<tr><td>6.</td><td>A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets), if necessary.</td></tr>
</table>

APPENDIX–III (A)
Technical Criteria of the Bidder
(Refer to Clause 3.3.3of the RFP)

Sl. No.	Bidder Type(Sole Bidder/Consortium lead Member /Consortium Member 1 /Consortium member 2	Member Code*	Project Code**	Name of the Project#	Payment received received till the bid submission date	Client Details	Project Cost	Project start Date	Date of project Completion
1									
2									
3									

* Member Code shall indicate NA for Not Applicable in case of a Sole Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.
** For a Sole Bidder, the project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member would be 1a, 1b, 1c, 1d etc.
# Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in in this RFP and/ or by a project company eligible.

Instructions:

1. Bidder shall submit Technical Criteria as per Clause 3.3.3.
2. Provide details of only those projects that have been undertaken by the Bidder under its own name.
3. A separate sheet should be filled for each project.

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

APPENDIX –III (B)

RELEVANT PROJECTS CARRIED OUT IN LAST FIVE YEARS THAT BEST ILLUSTRATE QUALIFICATIONS

(Refer to Clause 3.3.3of the RFP)

FORMAT- 1

Project Code:

Member Code:

Sl. No	Particulars	Description
1	Name of the Project	
2	Client Name and address	
3	Type of Project (PPP/EPC/ESCO etc.,)	
a	EPC (Yes/No)	
b	PPP (Yes/No)	
c	ESCO (Yes/No)	
4	Scope of the project	
5	Date of start of Project	
6	Target date of completion of project	
7	Actual date of completion of project	
7	Total Project Cost in Rs. (arrived Annuity or EMI in case of PPP/ESCO model)	
8	Total Quantity of Streetlights installed/replaced (All types OF Luminaries) (Nos.)	
9	Total Quantity of LED Streetlights installed/replaced out of total Streetlights (Nos.)	
10	Cost of the only LED Streetlights installed out of Total Project Cost (Rs.)	
11	Cost of the CCMS for Streetlights if installed out of Total Project Cost (Rs.)	
12	Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No, if yes percentage.)(for JV/Consortium experiences only)	

Date:
Place:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)
Name and seal of Bidder

FORMAT- 2

(Operation & Maintenance of streetlights)

(Refer to Clause 3.3.3 of the RFP)

Project Code:

Member Code:

Sl. No.	Particulars	Description
1	Name of the Project	
2	Client Name and address	
3	Type of Project (PPP/EPC/ESCO etc.,)	
4	Scope of the project	
5	O&M start date	
6	O&M end date	
7	Amount agreed for O&M	
8	Amount paid till date for O&M	
8	Total Quantity of Streetlights under O&M project (All types Of Luminaries) (Nos.)	
9	Total Quantity of LED Streetlights under O&M project (Nos.)	
12	Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No if yes percentage.)(for JV/Consortium experiences only)	

Date:

Place:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Instructions:

1 Bidders are expected to provide information in respect of each eligible projects in the above format only. The projects cited must comply with the eligibility criteria specified in RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.

2 For a sole bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.

3 A separate sheet should be filled for each eligible project.

4 Member Code shall indicate NA for Not Applicable in case of a Sole Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

5 Bidders can add additional sheets to explain in detail about Project Facilities.

6 Copies of Work order / Agreements signed by the Bidder with its respective clients must be furnished for each Eligible Project.

7 In case the agreement does not specify the features, the Bidder should also provide a certificate in the format below.

CERTIFICATE FROM THE CLIENT REGARDING BEST ILLUSTRATE QUALIFICATIONS FOR FORMATS-1 AND FORMAT-2

(Refer to Clause 3.3.3 of the RFP)

This is to certify that _____(Name of the Bidder/Member/Associate) was engaged by _____ (Title of the project company) to execute ___, ___, _____ (Quantity of LED Streetlights, conventional Streetlights and CCMS) at _____ (project place) as per the format-1(Attested). The installation of the project commenced on _____ (Date) and the project was/ is likely to be commissioned on _____ (Date, if any).

Name of the Client:
of the Seal Organization name:
Date:
Place:

Signature, name and designation
Authorized Signatory

This is to certify that _____ (Name of the Bidder/Member/Associate) was engaged by _____ (Title of the project company) for Operation and Maintenance (O&M) of ___, ___, ___ (quantity of Conventional streetlights, LED streetlights) at _____ (project place) as per the format-2(Attested). The O&M of ___, ___, ____ (quantity of Conventional streetlights, LED streetlights) is started on ____ (Date) and was/ is likely to be completed on _____ (Date, if any) and O&M is satisfactory till date.

Name of the Client:
of the Seal Organization name:
Date:
Place:

Signature, name and designation
Authorized Signatory

In the event that credit is being taken for the eligible experience of an Associate, the Applicant should also provide a Certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 26% (twenty-six per cent) of the subscribed and paid up voting equity of ____ (Name of the Associate) is held, directly or indirectly, by _____ (Name of Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.3of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Bidder/ Consortium Member in the Associate}

Name and seal of the audit firm

Note: In the absence of any detail in the above Formats and client certifications, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical and financial capability

APPENDIX - IV
FINANCIAL CAPABILITY OF THE BIDDER
(On the Letterhead of the Bidder/Lead Member)
(Refer to Clauses 3.3.3of the RFP)

Bidder type	Sole Bidder/ Lead Member	Member 1	Member 2
Turnover during the Financial Year (in Rs. Crore)			
2019-20			
2020-21			
2021-22			
2022-23			
2023-24			

Bidder type	Net Worth as on 31st March 2024 (Rs. Crore)	Positive / Negative
Sole Bidder		
Lead Member		
Member 1		
Member 2		

1 Asole Bidder should fill in details as per the row titled sole Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled sole Bidder may be ignored.

2 The Bidder should provide the Financial Capacity based on its own financial statements.

3 Member Code shall indicate NA for Not Applicable in case of a sole Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, OM means Other Member.

4 For conversion of US Dollars to Rupees, the rate of conversion shall be exchange rate as on the Bid Due Date as issued by Reserve Bank of India. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

Instructions:

1 The Bidder shall provide a statutory auditor's certificate specifying the net-worth and turnover of the Bidder

and also specifying the methodology adopted for calculating such net-worth and turnover. In addition to the statutory auditor certificate, the Bidder shall provide the audited annual report / audited financial statement, as the case may be, of the Bidder(of each Member in case of a Consortium).

2 The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and annual reports / audited financial statement as the case may be. The audited financial statement/ audited annual report shall:

a. reflect the financial situation of the Bidder;
b. be audited by a Statutory Auditor;
c. be complete, including all notes to the financial statements; and
d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

3 Net Worth shall mean

e. For company = (Subscribed and Paid-up Equity+ Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off) - (Reserves not available for distribution to Equity Shareholders)-(Carried forward losses if any)

4 Paid up share capital will include

i. Paid– up equity share capital, and
ii. Fully, compulsorily and mandatory convertible Preference Shares, and
iii. Fully, compulsorily and mandatory convertible Debentures

5 In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.21f (i) of the RFP document.

6 The Bidder shall also provide the name and address of the bankers of the Bidder(s).

7 The Bidder shall provide a statutory auditor's certificate in the format given in APPENDIX – Vfor turnover and specifying the net-worth calculated as per the formula given in Instruction 3 above of the Bidder (of all Members in case of Consortium).

APPENDIX – V

FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR FINANCIAL CRITERIA OF THE BIDDER

(On the Letterhead of the Statutory Auditor)

Date:

We have verified the relevant statutory and other records of M/s_____[Name of Sole bidder/Consortium Member], and certify that the net worth[1] is Rs____ (Rupees ____Crores) as on March 31, 2024.

The Annual Turnover over the last five Financial Years of M/s_____[Name of the sole bidder /Consortium Member] is as follows –

Year	**Annual Turnover (in Rs. Crores)**
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	

[1]Net Worth shall mean

For company = (Subscribed and Paid-up Equity+ Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off) - (Reserves not available for distribution to Equity Shareholders)-(Carried forward losses if any)

Paid up share capital will include

i. Paid– up equity share capital, and
ii. Fully, compulsorily and mandatory convertible Preference Shares, and
iii. Fully, compulsorily and mandatory convertible Debentures

Signature and Seal:

Registration number of Statutory Auditor:

APPENDIX – VI
STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Date:

_____

_____

_____

Dear Sir,

I/We hereby confirm that we/ our Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ……. (insert member's name) will act as the Lead Member of our Consortium *

We have agreed that …….. (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation)

For and behalf of(name of the company)

*Please strike out whichever is not applicable.

APPENDIX – VII
ANTI-COLLUSION CERTIFICATE
(On the Letterhead of the Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid for the **Selection of Concessionaire for Implementation and Maintenance of LED Streetlights/Lighting System and Centralized control and monitoring system**, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this .....Day of ....., (month/year)

.....

(Name of the Bidder)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

Note:

On the letterhead of the Bidder

To be executed by all Members in case of a Consortium

APPENDIX – VIII

FORMAT FOR AFFIDAVIT CERTIFYING THAT THE ENTITY/PROMOTER/S / DIRECTOR/S OF ENTITY ARE NOT BLACKLISTED (On a Stamp Paper of value)

Anti-Blacklisting/Debarment Affidavit

I, M/s. ……(sole Bidder / Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Bruhat Bengaluru MahanagaraPalike/ any other entity of Government of Karnataka or blacklisted by any State Government or Central Government / Department / Agency in India from participating in Project/s, either individually or as Member of a Consortium as on the (Bid Due Date).

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement.

Dated this ……..Day of ……., 20….

Name of the Bidder:

Signature of the Authorized person

Name of the Authorized Person

To be executed separately by all the Members in case of Consortium

APPENDIX – IX
DECLARATION OF SHAREHOLDING PATTERN OF THE BIDDER

I/We hereby declare information of all the entities holding 15% or more shareholding in the Bidder, directly/indirectly. The information includes any compulsorily convertible preference shares and/or debentures, a declaration of the likely shareholding after conversion of such instruments. The information provided herein clearly indicates the foreign shareholding and domestic shareholding in the Bidder (Differentiate between Foreign Shareholding and Domestic Shareholding):

(Information on shareholding)

Sl. No	Name of the Shareholder	Percentage of Shareholding

Yours faithfully,

(Signature of the Authorized signatory)

APPENDIX- IX A
FORM OF PARENT COMPANY GUARANTEE
{on NON-JUDICIAL PAPER of APPROPRITE VALUE}

THIS DEED OF GUARANTEE is made on the_____ day of _____ Between _____ {Name of parent Company}whose registered office is situated at called the "Guarantor" of one part and {name and address of Subsidiary Company and address} (hereinafter called the "Beneficiary" which expression shall include its successors and assigns) of the other part

WHEREAS the Beneficiary has applied for the Bid for the Tender No._____ dated, (hereinafter called the "RFP") for the Project {enter the name of the Project} floated by Bruhat Bengaluru Mahanagara Palike for providing services (hereinafter called the "services") and

WHEREAS the Guarantor has agreed to guarantee the due performance and to use the credentials of its company which is parent company of {enter the name of the subsidiary company} for applying for the said Tender for providing the services, for applying for the Contract and if Contract is awarded to {name of the Subsidiary Company} in the manner hereinafter appearing

NOW IN CONSIDERATION OF THE PROJECT OF WHICH THE GUARANTOR HEREBY ACKNOWLEDGES) THE GUARANTOR HEREBY COVENANTS WITH THE BENEFICIARY as follows:

1 The Guarantor will in all respects guarantee the due and proper performance of the Contract and the due observance and punctual performance of all obligations, duties undertakings, covenants and conditions by or on the part of the Bruhat Bengaluru Mahanagara Palike contained therein and to be observed and performed by it, which guarantee shall extend to include any variation or addition to the Contract.

2 In the event of the {name of the subsidiary company} failing to carry out, observe or perform all any of the said obligations, duties undertakings, covenants and conditions under the contract (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdiction), the Guarantor will be liable for and shall indemnify the Beneficiary against al losses, damages, costs and expenses, whatsoever which the Beneficiary may· incur by reason or in consequence of any such failure to carry out observe.

3 The Guarantor shall not be discharged or released m this Guarantee by the occurrence of any one or more of the following:

3.1 Any alteration to the nature of extent of the services or otherwise to the terms of the Contract;

4 This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the {Name of the Subsidiary Company} under the Contract or any extension thereto.

5 So long as any sums are payable (contingently or otherwise) by the Bruhat Bengaluru Mahanagara Palike to the Beneficiary under the terms of the Contract then the Guarantor shall not exercise any right of set off or counterclaim against theBruhat Bengaluru Mahanagara Palike or any other person or prove in competition with the Beneficiary in respect of any payment by the Guarantor hereunder.

6 The Guarantor will not, without prior written consent of the Beneficiary hold any security from the Bruhat Bengaluru Mahanagara Palike or any other person in respect of the Guarantor's liability hereunder or in respect of any liabilities or other obligations of the Bruhat Bengaluru Mahanagara Palike to the Guarantor.

7 This Guarantee is in addition to and not in substitution for any present and future guarantee lien or other security held by the Beneficiary.

IN WITNESS THEREOF the Guarantor has executed this Deed of Guarantee the day and year first before written.

1
2
3

{ } { }

CHAIRMAN OF THE BOARD OF THE DIRECTOR
Parent Company

MD or Authorized Signatory
Subsidiary Company

Notary Seal and registration Number

APPENDIX – X
NO DEVIATION CERTIFICATE
(On the Letterhead of the Bidder)

To,

_____
_____
_____

Dear Sir,

Sub: Bid for the Selection of Concessionaire for Implementation and Maintenance of LED Streetlights/Lighting System and Centralized control and monitoring system in Dasarahalli Zone & RR Nagar Zone.

We, _____ (Bidder's name), confirm our acceptance to all terms and conditions mentioned in the RFP document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

APPENDIX – XI

INTEGRITY PACT

Between

Bruhat Bengaluru Mahanagara Palike

hereinafter referred to as

"BBMP"

Andhaving its Registered Office at

_____

_____

Hereinafter referred to as

"The Bidder" Preamble

With the objective of providing sustainable and energy efficient smart lighting in urban areas, it is proposed to implement energy efficient project on PPP model in street lighting by replacement of existing conventional lamps with light emitting diode (LED) streetlights in all city corporations as well as other ULBs.

As part of this initiative, BBMP, hereby invites proposal from reputed bidders for implementation of energy efficiency in street lighting system by replacement of existing conventional streetlights with energy efficient LED streetlights and installing Centralized control & Monitoring system. This includes integration of new LED and existing LED streetlights with CCMS system within an implementation period of 8 (eight) months (extendable by 2 months with liquidated damages) along with operation and maintenance period of 7 (seven) years (hereinafter referred to individually as the “Project”) under relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders. In order to achieve these goals, BBMP and the above-named Bidder enter into this agreement called 'Integrity Pact' which will form a part of the Bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of BBMP:

1. BBMP commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of BBMP, personally or through family members, will in connection with the Bid, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b. BBMP, during the Bidding Process treat all Bidder(s) with equity and fairness. BBMP will in particular, before and during the Bid Process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution

c. BBMP will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding Process

2. If Managing Director, BBMP obtains information on the conduct of any employee of BBMP, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its rules.

Section II - Commitments of the Bidder:

1. The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a. The Bidder will not, directly or through any other person or firm, offer, promise or give to BBMP, or to any of BBMP"s employees involved in the Bid Process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

b. The Bidder will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or actions to restrict competitiveness or to introduce cartelization in the Bidding Process.

c. The Bidder will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by BBMP as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder of foreign origin shall disclose the name and address of the Agents / representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

e. The Bidder will, when presenting his Bid, disclose any and all payments he has made, or committed to or

intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

f. The Bidder will not misrepresent facts or furnish false/ forged documents/ information in order to influence the Bidding Process or the execution of the contract to the detriment of BBMP.

2. The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future Contracts

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, BBMP may disqualify the Bidder from the Bidding Process or terminate the contract, if already signed, for such reason.

2. If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, BBMP may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

3. If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, BBMP may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

1. If BBMPhas disqualified the Bidder from the Bid Process prior to the award under Section III, BBMP may forfeit the EMD under the Bid.

2. If BBMP has terminated the contract under Section III, BBMP may forfeit the Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

1. The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 (three) years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the Bid Process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Bid Process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders

1. BBMP will enter into Agreements with identical conditions as this one with all Bidders.

2. BBMP will disqualify from the Bid Process any Bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If BBMP obtains knowledge of conduct of a Bidder or a contractor or his subcontractor or of an employee or a representative or an Associate of a Bidder or contractor or his subcontractor which constitutes corruption,

or if BBMP has substantive suspicion in this regard, BBMP will inform the Chief Vigilance Officer (CVO) / Competent authority.

Section VIII - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Concessionaire after the closure of the Agreement and for all other Bidder's 6 (six) months after the contract has been awarded.

Section IX - Other Provisions

1. This Pact is subject to Indian Law. Place of performance and jurisdiction is the establishment of BBMP. The Arbitration clause provided in the main Bid Document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. Views expressed or suggestions/submissions made by the parties and the recommendations of the competent authority/CVO in respect of the violation of this pact, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
4. Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) (For & On behalf of _____) (Office Seal) Name: Designation:	(Signature) (For & On behalf of Bidder) (Office Seal) Name: Designation:
Witness 1: (Name and Address)	Witness 1: (Name and Address)
Witness 2: (Name and Address)	Witness 2: (Name and Address)

APPENDIX – XII

POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms._____ (Name),son/daughter/wife_____ of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "**Selection of Concessionaire for Implementation and Maintenance of LED Streetlights/Lighting System and Centralized control and monitoring system in Dasarahalli & RR Nagar Zone"**, proposed by The Authority including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to The Authority, representing us in all matters before The Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with The Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Draft Agreement with Bruhat Bengaluru Mahanagara Palike.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, , THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 20**.

For
(Signature)
(Name, Title and Address)

Witnesses:

1

2

Accepted [Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX – XIII
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(To be executed on Stamp paper of appropriate value)

Whereas the Bruhat Bengaluru Mahanagara Palike (BBMP) ("the Tender Inviting Authority (The Authority)") has invited Bids from qualified parties for the **"Selection of Concessionaire for Implementation and Maintenance of LED Streetlights/Lighting System and Centralized control and monitoring system in Dasarahalli and RR Nagar Zone"**.

Whereas,_____ , and _____(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders" and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings withThe Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

And hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For (Name & Title)
For (Name & Title)
For (Name & Title)

Witnesses
1
2

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX – XIV

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)
(Refer Clause 2.1.18 f (i))

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of20…

AMONGST

1. {……} having its registered office at …… (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {……} having its registered office at …… (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}*

AND

3. {……} having its registered office at …… (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}*

The above-mentioned parties of the FIRST, SECOND and Third PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

A. Bruhat Bengaluru Mahanagara Palike (BBMP), established under the _____, represented by its_____ and having its principal offices at _____ (hereinafter referred to as "the Tender Inviting Authority (The Authority)" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bids") by its Request for Proposal …… dated……(the "RFP") for selection of Bidders for ……" (the "Project").

B. The Parties are interested in jointly bidding for the Project(s) as Members of a Consortium and in accordance with the terms and conditions of the RFP document and other documents in respect of the Project.

C. It is a necessary condition under the RFP document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

***Note:**

The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly.

3. Covenants

[The Lead Member of the Consortium shall enter into an Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Agreement for the Project.]

The Other Members of the Consortium viz. _____ shall not have any financial claim on The Authority, The Lead Member shall be the single point of contact, on behalf of the Consortium with The Authority for all matters pertaining to the Project.]

4. Roles and Responsibilities of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead Member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Financial Close is met under the Agreement;

b) {Party of the Second Part shall be Member 1}:

c) {Party of the Third Part shall be Member 2}:

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP document.

6. Deleted.

7. Deleted.

8. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate action and a copy of the extract of the charter documents and board resolution/ Power of Attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

vi. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

vii. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by The Authority to the Bidder, as the case may be.

10. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of The Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:
(Signature)
(Name)
(Seal)
(Designation) (Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of SECOND PART
(Signature)
(Name)
(Seal)
(Designation) (Address)

THIRD PART
(Signature)
(Name)
(Seal)
(Designation) (Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

APPENDIX-XV

Specimen of Financial BID(through KPP Portal only)

Project Description	**INR (in figures)**
Equated Monthly Installment (EMI) for Implementation of Energy Efficiency Project for street lighting system by replacement of existing conventional streetlights with energy efficient LED streetlights and installing Centralized control & Monitoring system. This includes integration of new LED and existing LED streetlights with CCMS system within an implementation period of 8 months (extendable by additional 2 Months with Liquidated Damages) along with Operation and Maintenance for a period of 7 years after the project Commercial Operation Date."	Through KPP portal only.

Note:

1. The breakup of Project cost(Capex, OPEX, Buy-back) must be provided as per the format in Appendix-V in physical form in sealed cover after last date and before opening Technical Bid
2. Bidder shall have to consider the buy-back value of the dismantled luminaires while quoting the EMI.
3. The EMI shall be inclusive of all taxes.

(Signature, name and designation and seal of the authorized signatory)

For and on behalf of…….

APPENDIX-XVI
Break up of Financial Bid(for reference only)

1. Capital Cost:

Sl. No.	Component details	Total Quantity	Unit price (in Rs)	Total Amount (in Rs)
1	LED Streetlights			
i	……. Watt			
ii	……. Watt			
iii	……. Watt			
Iv	……. Watt			
v	……. Watt			
2	CCMS(panels including Smart meters, IOT controllers, switchgears etc.)			
3	CCMS Software			
4	Brackets			
5	Other components			
6	Labour Charges for Installation			
	Total			

2. Operation and Maintenance Cost for Seven Years:

Year	O&M amount for LEDs Replaced for Conventional Lights. (in Rs)	O&M amount for Existing & new LEDs(in Rs.)	Total Amount (inRs.)
1st			
2nd			
3rd			
4th			
5th			
6th			
7th			

3. Buy-Back value of Existing conventional lights and other accessories:

Sl. No.	Component details	Total Quantity	Unit price(in Rs)	Total Amount(in Rs)
1	Streetlights (FTL/SV/MH/CFL)			
i	……. Watt			
Ii	……. Watt			
Iii	……. Watt			
Iv	……. Watt			
v	……. Watt…			
3	Brackets			
4	Other components…			
	Total			

APPENDIX - XVII
SCOPE OF WORK

The Concessionaire shall be solely and exclusively responsible for implementation of Energy Efficiency in street lighting system by replacement of existing conventional streetlights with energy efficient LED streetlights and installing Centralized control & Monitoring system. This includes integration of new LED and existing LED streetlights with CCMS system within an implementation period of 8 months (extendable by additional 2 Months with liquidated damages) along with operation and maintenance for a period of 7 years excluding original or extended implementation period) through PPP for undertaking the following:

1 Replacement of existing conventional luminaires identified as per the RFP (within the limits of the Bruhat Bengaluru Mahanagara Palike) with LED streetlights including integration of existing LED streetlights with related accessories and installation of Centralized Control &Monitoring System (CCMS) in Dasarahalli and RR Nagar Zone:

a. Planning and Procurement:

i. The Concessionaire shall prepare and submit **"Equipment Installation and manpower deployment Plan (EIP)**" as per the Technical Specifications within the conditions precedent period i.e. 20 days from receipt of LoA (Letter of Acceptance). The Equipment Installation and Manpower Deployment Plan shall comprise the following:

a. Shall include replacement of conventional streetlights by LED streetlights; and integration of new and existing LED streetlights with CCMS as per ward wise priority given by Authority in the Table-7.

b. Shall submit the number of vehicles, manpower deployment details, and representative stock details in the plan as per format in Table-8.

c. Shall undertake diagnostic study of GIS based streetlight inventory provided by The Authority and finalize the following:

- Ward wise route map along with daily schedule for replacement for streetlights.
- Prepare a list of fixtures and fittings required for each identified pole.
- Ensure co-ordination with all stakeholders such as BESCOM, Authority, other utility bodies/ agencies wherever required to ensure smooth implementation
- Shall visit all the existing streetlight control point where meters are installed and indicate the action plan for installation on new set of static smart meters and other fixtures along with communicable equipment's (GSM/GRPS). Before initiating action on procurement, installation, testing etc. Concessionaire has to establish necessary co-ordination with BESCOM and obtain clearances / approvals, as the regulatory compliance to GRID code, supply code, distribution code etc. are mandatory. Regarding smart meters, the Concessionaire has to get the GTP (Guaranteed Technical Parameters) from BESCOM, sample test the static smart meters before installation.
- The plan for handing over the released energy meters shall be indicated based on the discussion with BESCOM and Authority. Releasing energy meters should be done in the presence of BESCOM staff.

- Shall also indicate the warehouse where the released existing streetlights, energy meters, and other components are stored.
- Shall indicate the procurement plan of LED street lighting fixtures along with hardware and software.
- Shall also indicate the warehouse where the new street lighting equipment's/ luminaries, vehicles, inventory would be stored for installation, operation and maintenance.
- Shall ensure that each streetlight pole has all the electrical fixtures such as brackets and clamps, electrical cable and wiring, other supporting equipment's.
- Shall indicate the plan for marking of pole numbering and geo tagging for each LED luminaire and CCMS installed in service area of Authority and switching point details. However, this should be done without damaging the infrastructure of Authority/BESCOM.
- Shall indicate the installation of CCMS plan for the entire project duration. The CCMS system should be able to provide an open API to integrate with the Control Centre solution so that the data feeds from Smart energy meter to Control Centre solution / similar possible upcoming solutions in real-time for monitoring on a unified console.
- Shall consider and include all the accessories required to make smart LED solution fully functional.
- The requirements mentioned in RFP is based on baseline survey by The Authority, however the actual fittings/street lights shall be derived based on completion certificate issued by the Authority. If in due course of tender process, The Authority installs any number of Street Lights, the cost towards these installations shall be reimbursed to The Authority/ not to be claimed by the Concessionaire.

The contents of the Equipment Installation and Manpower Deployment Plan shall not be limited to the action plan indicated above.

ii. The Concessionaire has to adhere to the Technical Specifications as specified in Technical Specifications section for different type of street lighting equipment.

iii. Before starting the installations, it is the responsibility of the Concessionaire to ensure that only those poles forming part of this Project or lamps which are part of this Project are taken up for installations which belong to Authority. Poles outside such jurisdiction are not supposed to be taken up.

iv. It is the responsibility of the authority to make sure the presence of the dedicated streetlight phase, common neutral, underground cable and installation of poles wherever required for the smooth execution of the project. During the initial stage of the project the concessionaire will do the survey to identify these gaps and notify to the authority.

v. Authority holds responsibility if damage occurs to the parts of high mast like, motor, winch, ropes, carriage during the implementation period of Project. Authority will rectify the issues if any from the existing contractor before termination of the contract

b. Replacement and Installation – Implementation:

i. Shall replace the conventional street lighting system with the Proposed LED street lighting system and integrate the new and existing LED streetlights with CCMS as per Table-2 and Table-9by adopting scientific and Modern Street lighting practices, including real-time condition monitoring, predictive repair/replacement of fixtures, setting up centralized control and monitoring system.

ii. Deleted

iii. LED lamps include complete streetlight fixtures, new brackets, clamps, bolt & nuts, insulation tapes, connectors, wires, providing suitable capacity of MCB to control group of streetlights whenever required for replacement.

iv. The existing energy meters of Bruhat Bengaluru Mahanagara Palike shall have to be replaced by smart energy meters. While replacement, the Concessionaire shall in co-ordination with BESCOM / officials of the Bruhat Bengaluru Mahanagara Palike undertake the replacement. The old meters shall have to be handed over to BESCOM with an inventory listing. The Concessionaire shall comply with the BESCOM`s standards / specifications and procedures for replacement of old energy meters by smart meters.

v. The smart energy meters shall be compatible with the centralized control &monitoring system (CCMS).

vi. In total 1,07,534 lights, 4,921 switch points and 6,394 empty poles as specified above, there already exist 34,876 LED lights with the Authority. It is the responsibility of the Concessionaire to connect all these LED streetlights with the centralized control &monitoring system. The responsibility of operation and maintenance of these 34,876LED streetlights also lies with Concessionaire and key performance indicators shall be applicable.

vii. Deleted.

2 Undertake comprehensive operation and maintenance of street lighting network for contract period (7 years):

i. The LEDs should not flicker during its normal operating duration at the specified parameters/ ranges.

ii. A detailed description of activities to be undertaken and services to be provided by the Concessionaire as part of the Project is provided in the Agreement.

iii. During the implementation phase, Concessionaire has to maintain the LED lights installed by them under particular switching pointe/wards/zone/packages and authority (through existing O&M contractor) will ensure the maintenance of the remaining lights. Authority will terminate the existing O&M contract after the completion of packages/zones. EMI / Maintenance amount will not be paid to the concessionaire during this transition phase (EMI will be paid only after project COD).

iv. Upon completion of street lighting work as directed by the Authority, 12-days testing period will start to check the adequacy of the installed LED street lighting system by the “Independent Chartered Engineer “as prescribed in draft Concessionaire Agreement. Subsequent to acceptance of successful completion and testing of the installed LED streetlights, smart meters and after assessing the fully functional Centralized control & Monitoring system CCMS, the “Independent Chartered Engineer” and the Authority shall issue the completion certificate to Concessionaire. The operations and maintenance period shall commence from 1st day of the following month from the date of issue of completion certificate. MI/Maintenance amount will not be paid to the concessionaire till project COD.

v. The Concessionaire has to prepare switching point and energy meter-based inventory post replacement and shall conduct GIS/ GPS mapping of street lighting switching points/feeder panels and rationalize the coverage area under the switching points.

vi. **Service Wire:** The Concessionaire has to install cable/wires (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. The Cables/ Wires should be of at least 2.5sqmm, PVC insulated multi-core flexible cable. The materials used should be as per the specifications of BESCOM. No extra charge will be payable to the Concessionaire for this work. Installing/replacing UG power cable, overhead conductors, poles are under the scope of the authority.

vii. The Concessionaire must take adequate care, by using black cotton tape or better-quality tape for connection of wires, to avoid short circuiting of connections especially during monsoon season between luminaire wire and overhead network of BESCOM.

viii. **Surge protection:** The Concessionaire will provide surge protection arrangement to protect the luminaire from switching surges, which are expected/prevalent in streetlight supply networks. No claim for failure of luminaires, on account of voltage surges or any other transients, will be considered. Further Concessionaire should arrange for additional surge protector along with inbuilt surge protector of LED Streetlight to ensure the protection against voltage surges.

ix. **Insurance:** The concessionaire will provide the insurance for all the fixture and fitting, Switch point, CCMS Boxes for the entire period of the concession. Concessionaire will not be obligated to get any compensation arising due to any faults/ mis-happening.

x. In case of voltage surges due to lightning, it is expected that lights, in the affected circuit, will fail in a group and not in an isolated manner. Hence, any such failure of lights in a group on account of lightning surges, may be reported to the Authority, along with circumstantial evidence preferably within 24 hours of such occurrence, for the purpose of damage claim by the Concessionaire from the insurance company. The responsibility for submission of supporting documentation rests with the Concessionaire.

xi. **Earthing:** The provisions of IS-3043, may be referred to in general and to Clause no. 21.3,21.4 and 32.5 of the said IS Specifications in particular. The Concessionaire may carry out earth resistance measurement, during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the light luminaires. No claim for failure of luminaires will be entertained on account of earthing issues.

Earthing issues found by the Concessionaire has to be brought to the notice of Authority for rectification during implementation of the Project.

During O & M phase, any problems noticed pertaining to earthing; the Concessionaire shall rectify the problem at his cost.

xii. The Concessionaire has to intimate Authority about any cases of power theft or unauthorized connection of

load from the street lighting network on priority basis. Authority will be responsible for taking all the corrective measures required and may not penalize the Concessionaire for such theft if it is established that such theft is no due to his inefficiencies.

xiii. Releasing of the existing sodium vapor/ metal halide/ induction/ tube light / CFL, other bulbs fixtures including brackets, and other accessories of the lamps safely shall be the responsibility of the Concessionaire. The Concessionaire shall make arrangement for transportation and storage of such lamps. However, Concessionaire shall assess the value of conventional bulbs that are to be replaced and factor as credit available to him. The Concessionaire shall have to consider the buy-back value of the dismantled luminaires while quoting the lowest EMI.

xiv. During maintenance period, in case any street light is not functioning or defective, the Concessionaire will replace or repair the same within 24 hours of receiving the complaint, except for the reasons beyond the control of the Concessionaire which shall be brought to the notice of Engineer-in-charge. In case the issue is not resolved within 24 hours then a penalty equivalent to Ten (10) times of the monetized value of energy consumption by streetlight for non-burning duration beyond 24 hours shall be levied.

Penalty = 10 x (monetized value of energy consumption by non-functioning streetlight for non-burning duration beyond 24 hours

xv. Arrangement of equipment and machineries including hydraulic cranes or sky lifts which are required for Project implementation and operation and maintenance. Authority can only provide authorization, necessary clearance and permission if required.

xvi. The Concessionaire shall maintain a call center to attend complaints received by phone, Janahitha-MRC, email, SMS, etc.

xvii. The Concessionaire shall maintain throughout the concession period, a stock of min. 2% of installed LEDs of each type for smooth operation of maintenance activities.

xviii. Ensure compliance with all environment and safety standards including compliance to E-Waste (Management) Rules 2016 and E- Waste (Management) Amendment Rules, 2018 for disposal of E-Waste and fulfill all statutory obligations in respect of deputed staff (if any) at its own cost for full Project duration.

xix. In relation to the streetlights Technical Specification, set out in Agreement document, the Authority will, on a monthly basis, make payments to the Concessionaire in consideration of the Concessionaire fulfilling its obligations and key performance indicators(KPI) under the Agreement.

xx. The Authority will make actual payment against invoice to the Concessionaire, within such time period duly considering the compliance to various performance parameters as set out in the Agreement.

xxi. All payments on account of EMI fee will be deposited by the Authority in an escrow account, to be maintained during the term of the agreement.

xxii. Handing over of fully functional public street lighting system and CCMS to Authority at the end of project

tenure.

xxiii. The Executive Engineer, Dasarahalli and Rajarajeshwari Nagar Zone, BBMP corporation shall remain the principal Authority of the municipal employees working for the street lighting department. Such employees may or may not, at the Concessionaire's sole discretion, be seconded to the Concessionaire for a specific duration and under terms and conditions to be agreed upon between the parties. The Concessionaire has no obligation to employ directly or indirectly any municipal employees.

xxiv. The Concessionaire has to be proactive in monitoring street lighting system regularly and performing preventive maintenance and not relying solely on complaint management system.

xxv. All complaints lodged in the system have to be resolved within 24 hours of lodging of complaint. For example, if the complaint is lodged on 16thMay at 10 PM then the complaint has to be resolved before 17thMay 10 PM. In certain cases, Concessionaire has to resolve the complaints immediately as per the instruction of Engineer In-Charge.

xxvi. The Concessionaire shall ensure the availability of minimum 20 numbers of ladder mounted jeep/ hydraulic vehicle/any relevant vehicle (suitable to reach at least 11m height) along the required equipment for every zone/ package formed as per Bruhat Bengaluru Mahanagara Palike for O&M purpose. The vehicles used for O&M should have valid registration documents.

xxvii. The ladder jeeps used for operation and maintenance must have GPS EQUIPMENT installed.

xxviii. The Concessionaire to ensure that no work is held up due to non-availability of ladders, etc., otherwise the Concessionaire will be held responsible for such delays

xxix. In case normal vehicle is unable to access the light point, the Concessionaire will be required to make necessary arrangements for facilitating street lighting installation and maintenance at such locations.

- The Concessionaire has to ensure that drivers of ladder vehicles must possess valid driving license, vehicle registration documents, insurance, pollution under control certificate etc. at all times during the contract period.

- The Concessionaire shall register a complaint with the BESCOM and also undertake required O&M in case of overhead mix network, snapping of conductors, phase-to-phase short circuit phenomenon and Authority shall coordinate with BESCOM if required.

- Trimming of trees: If the branches of tree are obstructing the light flow or O&M, the Concessionaire must trim such branches and provide O&M in such instances with prior permission from concerned department and Authority. The concessionaire will clear the debris/solid waste generated during tree trimming process within 24 hours of the work execution on the site.

- Concessionaire holds responsibility If damage occurs to the parts of high mast like, motor, winch, ropes, carriage during the period of Project. Concessionaire must regularly lubricate moving parts of

high mast to avoid failure/damage of such parts.

- If any damages occur to poles/fixtures/ CCMS panel boxes, etc. due to accidents, catastrophe events, Concessionaire shall immediately proceed to location and clear the location and disconnect the damaged/broken parts from live parts ensure electrical safety of public. Further Concessionaire shall assist Authority to carry damaged/ broken parts to Bruhat Bengaluru Mahanagara Palike's premises/Concessionaire go down whichever is applicable.

- Concessionaire must regularly conduct inspections in the evening to ensure all streetlights are in ON condition also must ensure no tapings is drawn from the circuit for the purpose of decorative/serial/flood lights by public. However, if such tapings are found, Concessionaire shall remove such tapings with prior permission of Authority.

- If the Authority intends to arrange decorative/serial/flood lights during festival time, the Authority must get approval for such temporary arrangements from BESCOM, also such temporary loads shall not be connected to streetlight circuits which will impact on guaranteed energy savings and health of the circuit.

- Concessionaire must address streetlights complaints on priority instructed by Authority.

xxx. If there exist a situation where a luminaire or a part of it/CCMS/any other component has to be replaced and the corresponding manufacturer is unable to supply the same for any reason, then the PPP Concessionaire shall arrange for an alternative and ensure that the O&M shall not get affected.

3 Reporting

i. The Concessionaire shall ensure proper recording of the dismantled conventional luminaires and report that to Authority on weekly basis.

ii. The Concessionaire shall submit the report of replaced lights and meters as per approved Equipment Installation and Manpower Deployment Plan to the Authority and ICE on a weekly basis. Further, the same must be shared with the Authority on 25th of every month so that the existing O&M of such replaced streetlights will be withdrawn from the scope of existing O&M of the contractor and transferred to the O&M scope of Concessionaire, from the commencement of succeeding month.

iii. The Concessionaire should submit ward wise weekly report on quantum of reduction of sanctioned load upon the replacement of streetlights to LED streetlights.

iv. The Concessionaire will be required to submit, at the start of every month, detailed CCMS report capturing energy consumption at each CCMS panel, hours of operation, details of events like phase failure, non-operational light points, etc. to Authority after validation and certification by ICE.

v. **The concessionaire shall intimate the authority about any case of cable failure, conductor breakdown, pole damages, UG cable damages in the street lighting network on priority basis.**

4 Ownership

i. Authority shall at all times during the Contract Period remain the owner of the street lighting infrastructure under the jurisdiction of Bruhat Bengaluru Mahanagara Palike.

ii. In total 1,07,534 lights, 4,921 switch points and 6,394 empty poles as specified above, there already exist 34,876 LED lights with the Authority. It is the responsibility of the Concessionaire to connect all these LED streetlights with the centralized control &monitoring system. The responsibility of operation and maintenance of these 34,876 LED streetlights also lies with Concessionaire and key performance indicators shall be applicable.

iii. At the expiry of the Contract Period, all rights and titles to, and interests in, all improvements and equipment constructed, or systems installed are vested in Authority, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CCMS panels, along with CCMS bill of material, to Authority with 100% of them in working condition.

iv. A detailed description of activities to be undertaken and services to be provided by the Concessionaire as part of the Project is provided in the Agreement.

v. Implementation Schedule: The Concessionaire has to supply, install, test and commission LED luminaires and CCMS panels within 8 months from the Effective Date as per the milestones as follows –

Milestone 1 – Installation of minimum 50% of LED Streetlights and corresponding CCMS panels in the first 4 months.
Milestone 2 – Remaining 50% of work in the rest 4 months.

vi. In case the Concessionaire is unable to achieve the milestones, then, 15 days before the end of 4 months or 8 months as the case may be from Effective Date, the Concessionaire will request for extension by a period not exceeding 10 months from the Effective Date to the Authority and the ICE. The Authority, in consultation with the ICE and after satisfying itself of the reasons advanced by the Concessionaire shall accept the extension request. The Authority shall have been titled to levy Liquidated Damages as outlined in Schedule 7 of the Draft Concession Agreement except for the delay due to reasons not under the control of Concessionaire. The Authority will be within its right to declare it as "Concessionaire Event of Default "if the implementation is not completed within 10 months from the Effective Date.

vii. Wattages of LEDs to be installed: **The intent of Authority is to replace existing luminaires with LED luminaires to get authority required lighting lux level for different categories of roads as mentioned in schedule-3.** To ensure this, the successful Bidder will have to give demonstration of the performance of the LED luminaires in the different types of the roads on the existing poles and prove that the luminaires meet

the BIS standards. The lux parameters during demonstration has to be measured using calibrated measuring tools and to be recorded in the presence of ICE, Bruhat Bengaluru Mahanagara Palike's Engineers, concerned BESCOM Engineers and submit the report to the authority and ICE within 3 days.

5 Daily Coordination

i. The Concessionaire shall assign an overall in charge person suitably qualified and experienced "Project Co-ordinator" with sufficient experience of having managed the Project of street lighting shall be appointed for coordination and monitoring of day to day activities of entire city network.

ii. Additionally, Concessionaire should deploy the team as proposed, in their Equipment Installation and Manpower Deployment Plan, from their organization who are regular employees and provide the contact details of the same, who shall be accountable for delivering on the said commitments during the Contract Period, coordinate for daily O&M exercise and update Authority as per agreed format. In case, the assigned personnel leave the organization or is reassigned, the Concessionaire has to intimate the same in writing to Authority and advice names of the new officers assigned for the role.

a. Project staff, vehicle and equipment:

Implementation staff: For the implementation phase, Concessionaire shall appoint a project coordinator, with corresponding education and experience criteria:

Sl. No.	Staff details	Education and Experience	No's	Roles and Responsibilities
1.	Project Coordinator	• Must be any degree holder. • Must have worked as project manager or coordinator in similar kind of project with minimum 3 years' experience	1	• Overall management of Administration and control of PPP staff during the project period. • Act as one point of contact between the Concessionaire and the Authority/ICE. • Day to day monitoring the replacement of streetlights and energy meters' project during implementation phase and submitting weekly reports of replaced streetlights to ICE and Authority. • Consolidating and submitting the daily uptime reports, energy consumption reports from CCMS to ICE and Authority. • Coordination between Authority and BESCOM officials for various activities during implementation

Sl. No.	Staff details	Education and Experience	No's	Roles and Responsibilities
				and O&M phase.

The Concessionaire shall submit the details of the staff, vehicles for the implementation phase and must ensure that the implementation is in accordance to the milestones defined. Concessionaire is to engage vehicle, implementing technician/electrician in accordance with completion period defined for implementation.

b. Operation &Maintenance (O&M)staff:

For every zone/ package (as formed by Bruhat Bengaluru Mahanagara Palike), Concessionaire must provide the following staff for the operation and maintenance (O&M) of streetlights with corresponding education and experience criteria:

Sl. no.	Staff details	Education and Experience	Roles and Responsibilities
1	Electrical Supervisor(s)	• Must be at least Diploma holder in Electrical Discipline. • Must hold a valid electrical supervisor license issued by GoK. • Must have worked as an Electrical supervisor minimum 3 years' experience O&M of streetlights.	• Must be responsible to address all the complaints registered in helpline and from various sources. • Monitoring vehicles and Electricians and drivers associated with it. • Guiding driver's routes to be followed and priority locations. • Conducting ward wise inspection everyday evening and confirming that all the received complaints are addressed and observe for any other non-functional streetlights and take actions to fix them in Co-ordination with BESCOM. • Coordinate with BESCOM for any changes by them affecting the streetlight circuits. • Submit daily, complaint register showing the resolved and pending complaints to the authority. Collecting complaints from Authority and addressing in priority. • Identify Energy thefts on streetlight circuits and inform Authority in time and assist for further needful actions. • Operation and Maintenance of High-mast towers concerning towards

Sl. no.	Staff details	Education and Experience	Roles and Responsibilities
			motors, Winch, ropes, carriage and regular lubrication. • Supervisor must ensure safety of electricians working on live electrical components and at heights by checking personal protective equipment are used while working under such situations. • Monthly updating stock details of Streetlights and Components to Authority. • Stocking and maintaining Electrical toolkit containing essential equipment like tester, clamp meter, earthing rod in the vehicle etc., • Maintaining complaint register of each vehicle. • And other responsibilities assigned by Authority and Concessionaire.
2.	Electrician(s)/ Electrical wiremen.	• Must be at least ITI holder in Electrical Trade • Must Hold a valid electrical wiremen license issued by GoK • Must have worked as an Electrician for minimum 2-year experience O&M of streetlights.	• Attending the complaints as addressed by supervisor and Authority. • On-field replacement/rectifications of faulty streetlight and any associated components. • Keeping the streetlights and high mast structures cleaned and aligned properly and in safe condition, • Insulating live wires/cables which are drawn out from metal poles and reinserting inside the pole. • Removing birds' nest and other residuals from high mast tower (if exists). • Regularly lubricating ropes/winch/ motor associated with high-mast structures. • Aligning carriage of high-mast structures properly. • Closing doors of feeder panel if opened. • Conducting ward inspections everyday evening and observing for non-functional streetlights due to electrical faults and taking action towards clearing such faults and collecting complaints which are not registered

Sl. no.	Staff details	Education and Experience	Roles and Responsibilities
			through any means and registering and attending such complaints next day. • Assisting Supervisor in identifying nonfunctional streetlights and solving them. • Updating complaints addressed in complaint register maintained in vehicle and reporting to supervisor and Authority. • Addressing complaints on priority which are instructed by Authority. • Other responsibilities given by supervisor and Authority and Concessionaire.
3.	Driver(s)	• Must hold a valid 4-wheeler Driving license issued by GoK. • Must be well experienced in driving ladder mounted jeep/ hydraulic vehicle.	• Must take electrician(s) to the location of complaint as directed by supervisor and electrician. • Other responsibilities given by supervisor and Authority and Concessionaire.
4.	Assistant/Helper	• Must have experience of minimum 1 year in any electrical domain	• Must assist Electrician and driver in various O&M tasks. • Loading required stock and personal protective equipment from warehouse to vehicles every day. • Assisting Electricians while working in heights. • Providing additional ladder to electricians wherever required • Assisting Supervisor/ Electricians to conducting ward inspections • Other responsibilities given by supervisor and Authority and Concessionaire.

- Concessionaire shall submit the copies of education certificates, license, Identity and address proof and all O&M staff working under Project.
- All O&M staff shall adhere to roles and responsibilities mentioned in above table.
- All O&M staff shall exhibit polite behavior with Authority and public. However, a misconduct isproven, Authority reserves all rights to ask for replacement of such staff.
- Concessionaire shall facilitate personal protective equipment like: insulated gloves, insulated shoes, helmets, belts, ropes etc. for O&M staff working on live electrical components and heights.
- Concessionaire shall pay salary and other essential benefits to all O&M staff in accordance to guidelines of department of Labour, GoK and timely revisions.

- Zone shall have 20 teams comprising of 1 electrician, 1 driver and 1 helper accompanied with ladder mounted jeep (to reach at least 11 mtr height) for addressing each 5,000 block of light for streetlight complaints.
- Concessionaire shall be able to arrange alternate O&M staff in absence of regular staff. Authority will not accept such reasons, which will delay in addressing streetlights complaints.

c. Operation and Maintenance Vehicles:

For zone/package (as formed by Bruhat Bengaluru Mahanagara Palike) at any point of time during the O&M phase, Concessionaire must compulsorily provide the following vehicle:

Ladder mounted jeep:

- Concessionaire should compulsorily provide ladder mounted jeeps for attending streetlights irrespective of number of complaints.
- The provided jeeps must have valid insurance, fitness certificate and other essential certificates issued by RTO, GoK.
- Mounted Ladder must be electrically insulated against from jeep and earth to avoid electrical accidents.
- Jeep must be mounted with metal box large enough to accommodate sufficient streetlights and associated components to avoid damage against rain. The metal box must have lock and key system to avoid thefts.
- Each jeep must have essentially clamp meter, earthing rod, insulation tapes, and additional wooden ladder (minimum 11 mtr.).
- Each jeep must accommodate a driver, electrician and a helper.
- A jeep once designated to particular zone of corporation; the same vehicle must not be used for other zone for any purpose.
- Contractor must arrange alternate jeep in case of repair and maintenance of provided jeeps within 2 days.
- The ladder jeep must be fitted with GPS equipment.
- In addition to ladder mounted jeep, Concessionaire must be able arrange crane(s) and associated staff for the purpose repairing high mast structures, median street lighting Infrastructures, flyover/ bridges street lighting and wherever it is not possible to provide O&M services through normal ladder mounted jeeps. Concessionaire will not be paid for such expenses. Concessionaire must be able to demonstrate O&M staff and vehicles if Authority intends for inspection at any time during the period of project.

6 Safety

i. During the period of installation and O&M, the Concessionaire should ensure implementation of measures to ensure safety of working personnel, as per all applicable laws in general and with special focus on the following.

a. Working at heights
b. Working on/in the vicinity of power supply lines.

ii. Suitable work instructions/procedures shall be prepared for each type of work location (height or type of pole / supply network configuration) and the working personnel shall be trained at regular intervals by a competent person possessing valid certificate w.r.t safety issues.

iii. All the working personnel shall be provided with appropriate personnel protection equipment such as safety shoes, safety harness for working at heights, safety helmets, Earthing rods, etc. The ICE along with the representative of authority will conduct the annual safety audit of the concessionaire.

iv. The ICEA (Independent Chartered Engineering agency) appointed by Authority shall arrange to carryout safety audit at regular interval of 1 year by a competent person possessing valid certificate w.r.t safety issues and suitable remedial measures shall be taken by the concessionaire based on the findings/recommendation of the safety audit.

v. Concessionaire holds complete responsibility of the electrical safety throughout the Contract Period and if electrical accidents and public asset damages occur due to street lighting infrastructure / component under the scope of work during the period of contract, Authority shall initiate necessary action as per the Indian Electricity Act 2003 and subsequent amendments. BBMP does not hold any responsibility for any mishap/accidents whatsoever.

7 Assessment and reduction of sanctioned load

i. It is acknowledged that BESCOM charges the Authority for electricity consumption in street lighting based on the sanctioned/connected load as well as the actual metered consumption. For every energy meter, a separate bill is raised on monthly basis. Post installation of LED, the present sanctioned load of the street lighting system will be significantly more than the connected load. Therefore, in order to realize the benefit of reduced energy consumption after the installation of LED lights, Authority will have to get the sanctioned load revised proportionately for each of the street lighting installations/metering point while installing new smart meters. Authority will take-up this with BESCOM so that sanctioned load of each of the streetlight metering point is reduced based on the new load after the installation of LED lights.

ii. The Concessionaire has to provide all the necessary support to Authority in ensuring the reduction in sanctioned load.

8 System Documents, User Documents

i. The Concessionaire will provide all Project related documents. This documentation should be submitted as the Project undergoes at various stages of implementation. Indicative list of documents includes:

- Project Commencement Documentation: Project plan in giving out micro level activities with milestones &

deadlines.

- Equipment Documents: Copies of manuals from OEMs, copies of warranties of all the equipment's installed in the Project
- Installation Manual: For all the application systems.
- Training Material: Training material will include the presentations used for trainings and also the required relevant documents for the topics being covered. Training registers should be submitted for same.
- User Manuals: For all the application software modules, required for operationalization of the system.
- System Manual: For all the application software modules, covering detail information required for its administration.
- Standard Operational Procedure (SOP) Manual: The Concessionaire shall be responsible for preparing SOP Manual relating to operation and maintenance of each and every service as mentioned in the RFP. The draft process (SOP) document shall be formally signed off by Authority before completion of final acceptance test. This SOP manual will be finalized by the Concessionaire within 2 months of operationalization, in consultation with the Authority and formally signed off by the Authority.
- Copies of Annual Maintenance Contracts (AMC) for all equipment or block of equipment as renewed every year or at such periodical intervals as may have been agreed between the Concessionaire and the original equipment manufacturer (OEM).

Note: The Concessionaire will ensure upkeep & update all documentation and manuals during the Contract Period. The ownership of all documents, supplied by the Concessionaire, will be with Authority. Documents shall be submitted in two copies each in printed (duly hard bound) & in softcopy formats.

9 Grievance Redressal:

i. The Concessionaire shall operate and maintain a toll-free number to receive consumer complaints. The Concessionaire will set up a centralized helpdesk for the Project for entire Contract Period on 16X7X365 basis. Further helpdesk shall be operated in 2 shifts, timings as specified by Authority. In case of urgent complaints registered / notified by the authority it should be attended by the concessionaire's maintenance team immediately irrespective of day / night time.

ii. The help desk will handle user queries and issues relating to implemented solution

iii. The helpdesk is required to ensure that users can log calls and complaints for any technical issues they face while accessing the system. The following is included in the Scope of Work of the Concessionaire:

- Accordingly, Standard operating procedures (SOPs) shall be created by the Concessionaire;
- In addition to the telephone call, the Concessionaire shall refer complaints through Sahaaya and IPGRS;
- The Concessionaire shall provide comprehensive training to the staff identified by the Authority and shall be in a position to independently manage the work.
- Following is also part of Scope of Work of Concessionaire: (a) development of training material for employees of Authority (b) training to be imparted to Authority (c) provision of call center application (d)

development of standard operating procedures with call prioritization guidelines, problem security codes and escalation procedures etc. in consultation with Authority(e) helpdesk related infrastructure;

- Language Capabilities: Kannada and English;
- The service window for helpdesk is 16X7X365 (Monday to Sunday);
- The call statistics will be analyzed every quarter after Go-Live and the number of customer care executives may be ramped up or down accordingly on a week's notice;
- The Concessionaire shall deploy helpdesk application accessible to all users through the Bruhath Bengaluru Mahanagara Palike's portal for logging issues; and The Concessionaire to provision for inbound calls.

10 Capacity Building:

i. The Concessionaire need to provide training and capacity building to Authority's employees and other stakeholders as directed by The Authority. The following is a broad level scope;

ii. The Concessionaire will prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders. These include the following for all the stakeholders:

- Training manuals for BBMP Corporation's employee's/ stakeholder departments;
- Computer based training modules;
- Presentations;
- User manuals;
- Operational and maintenance manuals for smart components implemented; and
- Regular updates to the training aids prepared under this Project.

iii. The Concessionaire will maintain a copy of all the training material on the portal and access will be provided to relevant stakeholders depending on their need and role. The access to training on the portal would be finalized with Authority. The Concessionaire has to ensure the following points:

- For each training session, the Concessionaire has to provide the relevant training material copies to all the attendees.
- The contents developed shall be the property of Authority with all rights.

iv. The Concessionaire has to ensure that the training sessions held are effective and that the attendees would be able to carry on with their work efficiently. For this purpose, it is necessary that the effectiveness of training sessions is measured. The Concessionaire will prepare a comprehensive feedback form that will capture necessary parameters on measuring effectiveness of the training sessions. This form will be discussed and finalized with Authority.

v. After each training session, feedback will be sought from each of the attendees on either printed feedback forms or through a link available on the web portal. One member of the stakeholder group

would be involved in the feedback process and he/she has to vet the feedback process. The feedback received would be reported to Authority for each training session.

11 Hand-over of the system at the end of contractual period

The Concessionaire will supply to the Authority the following before the expiry of the Contract:

i. The Concessionaire shall handover the entire street lighting system with 100 % working condition.
ii. Information relating to the current services rendered and data relating to the performance of the services;
iii. Entire documentation relating to various components of the Project, any other data and confidential information related to the Project;
iv. All other information (including but not limited to documents, records and agreements) relating to the products & services related to the Project to enable Authority and its nominated agencies, or its replacing Concessionaire to carry out due diligence in order to transition the provision of the Project services to Authority or its nominated agencies, or its replacing Concessionaire (as the case may be)

12 PERFORMANCE PARAMETERS

A. **Estimated savings:** The Project envisages guaranteed energy saving to be as below:

Particulars	Estimated Savings
Dasarahalli Zone	58.15%
RR Nagar Zone	69.79%
Average Guaranteed Savings	63.97%

B. Baseline Assessment:

Authority has conducted physical GIS survey of streetlights in both the zones (Dasarahalli & RR Nagar Zone, there are total 1,07,534 lights, 4,921 switch points and 6,394 empty poles found in both and out of 1,07,534 street light, there are 34,876 LED lights available in the field.

Please Note the following:

1. Proposed LED wattages are only indicative in nature. Concessionaire may opt for any other wattages provided the BBMP required Lux levels for different road categories as specified in schedule-3 are met and also the luminaires installed in different road categories meet the minimum total Lumen output as specified in serial No. -12 of Minimum technical specifications of LED street lights in Schedule-3 of DCA

2. Each conventional flood light fixture in the high mast comprises of multiple lamps. Quantity of LED flood light fixtures proposed is equal to quantity of conventional flood light fixtures.

3. In order to arrive at the baseline consumption, we have considered all 100% street lighting systems are working unlike the existing deficient service level.

4. Baseline study conducted in the previous study through a physical survey of all poles, lighting fixtures and establishment of GIS coordinates for all the lighting poles.

A detailed baseline survey with presumptive consumption of pre-installation & post-installation is attached at Annexure – 1 & 2 RR Nagar & Dasarahalli Zone respectively.

As on bidding date, 34,876 nos. of existing LED lights in corporation limits are not having any guarantee/warranty period from OEM.

Note:

1. The above table describes type, quantity, wattage of all streetlights under the ownership of Authority which are installed on various structures like RCC/PCC poles, metal poles, high-mast structures in various streets, highways, flyovers/bridges, parks etc. in the jurisdiction of Bruhath Bengaluru Mahanagara Palike.
2. Concessionaire should study and understand the existing distribution system of respective BESCOMs and streetlights to be installed in the Project must be compatible to existing distribution system.

C. Energy Savings

TABLE-3

Particulars	Dasarahalli Zone	RR Nagar Zone	Total
Energy Consumption before LED replacement(kwh)	2,37,09,914	6,72,09,600	9,09,77,444
Energy Consumption post replacement of LED (kwh)	99,22,193	2,02,91,465	3,02,13,658
Empty Poles Consumption	3,84,965	12,96,484	16,81,449
Guaranteed Energy Savings due to replacement (kwh)	1,37,87,721	4,69,07,353	6,06,95,074
Guaranteed Energy Savings(%)	**58.15%**	**69.79%**	**63.97%**

3. During the replacement the Concessionaire shall carry out the following:

- During release of existing conventional streetlights by the private Concessionaire, a joint inventory along with Bruhat Bengaluru Mahanagara Palike officials/Independent Chartered Engineer shall be taken duly recording the pole wise data covering type of streetlights, number of streetlights, wattages of each streetlights, pole number, geo-positions etc. on a daily basis during replacement. At the end of the replacement, the aggregate of each type, wattage etc. would be collated.
- The above calculation does not take in account the dimming and alternative switching ON-OFF of streetlights. Dimming of LED streetlights /flood lights is not allowed.

D. Key Performance Indicators

- The Concessionaire shall be responsible for meeting the following Key Performance Indicators (KPI) during the term of the Project.

TABLE-4

KPI	Prescribed Levels	Penalty Details
Rectification of defective / Non-Glowing /partially glowing / flickering /streetlight	Less than 24 hours from time of registration/ appeared in CCMS software	• Concessionaire shall address complaints within 24 hrs. of registration / appeared in CCMS software. If Concessionaire fails to address the complaint, he will be penalized with 10 X monetized value of energy consumption of particular street for non-burning hours beyond 24 hours.
Guaranteed Savings of 63.97%	Concessionaire has to maintain the minimum guaranteed savings of 63.97%	• For every 1% drop in Guaranteed Savings, penalty shall be levied at the rate of 2 times the prevailing energy charges payable to BESCOM, to the extent of energy savings reduced

KPI	Prescribed Levels	Penalty Details
		• If the savings falls below 54% (Clause F Table 5), then the EMI for that month will be forfeited and the "Authority" shall decide on continuation of contract.
Uptime of the installations should be 99% at any given point of time. (Conversely downtime of installations should be maximum 2%)	99%	• Failure to maintain uptime of minimum 99% of all LED lamps in the project area will attract a fine of 0.1 % of EMI payable for the month, for each such day/days witnessed/documented in CCMS.

- In case the Concessionaire fails to achieve the level of performance against the KPI as specified in this document, the Authority may proceed with deduction of penalties from the payment of EMI.
- If the Concessionaire achieves more than the Guaranteed Savings, then the additional energy savings will be equally shared between the "Authority and Concessionaire".

E. EMI Calculation:

1. The EMI payable to Concessionaire would be:

   Amount payable to the Concessionaire = EMI + (incremental savings in terms of units) X 50% X energy charge (as per prevailing BESCOM tariff)- (Penalties)

   Note: In case of outages and lights are closed down, based on the outage/lights off hours and the extent of the outage, the effect of outage from conventional light consumption for the month should be subtracted, to calculate energy savings.

   Example:

   - Let the baseline power wattage was 20000 watts
   - A (gain factor) = Baseline power wattage of conventional lamps/ post replacement power wattage
   - If there are 1000 lights of each 10 Watt in the post replacement,
   - Gain factor A = 20000/1000x10W = 2
   - Then in the month of April, if 200 lights are under outage/closed down for 50 hours
   - (B)Baseline energy consumption = (baseline power wattage x 30days x burning hours/day) – (Post replacement wattage of the lights under outage/closed down x Gain factor (A) x period of outage)
     i.e., 20000x(30x10)- (200x10x2x5] = 5,800 kWh

   Energy savings for the month

$$= \frac{Baseline\ Energy\ Consumption\ (B) - Energy\ Consumption\ of\ the\ installed\ lights\ for\ the\ month}{Baseline\ Energy\ consumptions\ (B)}$$

Example for Calculating amount payable to: If the EMI is Rs 100000 and the incremental savings in terms of units is 15 and the energy charges is Rs 5.5/unit then.
*Amount Payable to the LCO = 100000 + (15 units x 50% x Rs 5.5 per unit)
= Rs. 100041.25 for that particular month

*Considering no power shutdowns, and 100% uptime and all complaints are addressed within defined time.

F. Penalty Demonstration:

1. Penalty due to reduction in Guaranteed Energy Savings:

For every 1% drop in Guaranteed Savings (Refer to the Table–3), penalty shall be levied at the rate of 2 times the prevailing energy charges payable to BESCOM, to the extent of energy savings reduced.
In case the energy charges in that particular month is INR 5.50 / unit and the EMI payable is Rs. 100,000 per month, then for every 1% drop in Guaranteed Savings the drop-in units is 50 (for demonstration purpose only), the EMI payable shall be:

TABLE-5

Guaranteed Savings	Penalty (Rs)	EMI (Rs/Month)
63.97%	Nil	100000
63.97% – 64.97%	2 x 5.5 x 50	99450
64.97% – 63.97%	2 x 5.5 x 100	98900
63.97% – 62.97%	2 x 5.5 x 150	98350
62.97% – 61.97%	2 x 5.5 x 200	97800
61.97% – 60.97%	2 x 5.5 x 250	97250
60.97% – 59.97%	2 x 5.5 x 300	96700
59.97% – 58.97%	2 x 5.5 x 350	96150
58.97% – 57.97%	2 x 5.5 x 400	95600
57.97% – 56.97%	2 x 5.5 x 450	95050
56.97% – 55.97%	2 x 5.5 x 500	94500
55.97% – 54.97%	2 x 5.5 x 550	93950

If the Energy Savings falls below 55%,then EMI for that month will be forfeited and this shall be treated as **"Concessionaire Event of Default"**.

2. Penalty due to not maintain uptime of minimum 99%:

Failure to maintain uptime of minimum 99% of all LED lamps in the Project area will attract the fine of 0.1% of EMI payable for the month for each such day/days, witnessed / documented in the CCMS. **Example:** Assuming the monthly EMI is Rs. 1,00,000/-. In case of Bruhat Bengaluru Mahanagara Palike, assuming there are 1,000 streetlights. As per the understanding of the uptime, at any given point of time approximately 20 numbers of streetlights (2% of 1,000) can be non-functional out of 1,000. If number of non-functional lights on any given day at any given point of time during the operational hours is more than 2%, then it will be recorded as one event of failure by the Concessionaire and a penalty equivalent to Rs. 100/- (0.1% of Rs. 1,00,000/-) will be levied. If such incidence happens for 5 days during the month, then total penalty of Rs. 500/- shall be levied.

3. Penalty due to not addressing burnt out/defective streetlights within 24 hours:

During maintenance period, in case any streetlight is not functioning or defective, the Concessionaire will replace or repair the same within 24 hrs of registration. If Concessionaire fails to address the complaint, he will be penalized with 10 X monetized value of energy consumption of particular streetlight per day.

G. Liquidated Damages (L.D):

1. Delay Liquidated Damages

i. The Project COD is to be achieved within 8 (eight) months from the Effective Date as per the milestones below –

- **Milestone 1** – Installation of minimum 50% of LED Streetlights and corresponding CCMS panels in the first 4 months.
- **Milestone 2 –** Remaining 50% of work in the rest 4 months.

An extension not exceeding a maximum of 10 (ten) months from the Effective Date can be granted by the Authority in consultation with the ICE and with the levying of liquidated damages as shown in table below, permissible up to maximum value of 10% of the Total Project Cost.

TABLE-6

Milestone	Period	Reference Document	L.D
Milestone 1	4 months from Effective date	Approved EIP (Equipment Installation and Manpower Deployment Plan)	(50% of the agreed capital cost)* (0.1 %) * (delay in days).

Milestone 2	4 months	Approved EIP (Equipment Installation and Manpower Deployment Plan)	(Agreed project cost) * (0.1 %) * (delay in days).

Any delay beyond 10 months from the Effective Date, shall be treated as "Concessionaire Event of Default" and the Authority shall have the right to terminate the Agreement and encash the Performance Security.

2. Future Expansion

For future expansion of LED lighting by the same PPP partner /Concessionaire, the additional capacity shall be limited to a maximum of 25% capacity envisaged under the Contract, subject to a maximum of 5% per annum.

The basis for pricing for capacity addition shall be as per rates fixed by Bruhat Bengaluru Mahanagara Palike (BBMP) after following due process, based on the prevailing market rates for different LED luminaries/ fixtures & accessories from time to time.

Any capacity addition during the project period will be through additional allocation by the ULBs out of its own financial resources(SFC untied grants/ municipal funds/ Nagarothana/ etc.).

TABLE-7

Ward wise priority plan (To be filled by Authority)

Sl. No.	Ward no. of Dasarahalli Zone	Ward no. of RR Nagar Zone
1.	Shall be given at the time of execution of Agreement	Shall be given at the time of execution of Agreement
2.		
3.		

TABLE-8

(shall be filled by concessionaire)

Sl. No	Month		Qty. of receipt of stock/Installation from OEM			Manpower
			LED luminaires	Brackets	CCMS with Smart meters.	
1	Milestone -1 (1st-4thmonth)	1				
		2				
		3				
		4				
2	Milestone-2 (5th-8thmonth)	5				
		6				

TABLE-09
*(**Separately uploaded on KPP portal**)*

Sl. no.	GIS co-ordinate of energy meter / switching point	Pole No. (BESCOM/ULB / Unique Identification no.)	GIS co-ordinates of pole (Latitude, Longitude)	Type of streetlight/ flood light	Rated wattage	Rated wattage of proposed LED streetlight/ flood light.
1						
2						
3 …						

Refer attachment table-09

Note: Unique Identification No. is the temporary asset no. provided during the streetlight survey.

APPENDIX-XVIII
Site Inspection Declaration

I/we…… certify that, I/we have inspected the site location and understood the existing street lighting system, BESCOM distribution system and made complete and careful examination of the Request for Proposal before submitting my/our Bid.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

APPENDIX-XIX
Bid Security/EMD Form
Bank Guarantee

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No. .....
Date.....

To,
The Commissioner
Bruhath Bengaluru
Mahanagara Palike,
Bangalore, Karnataka 583101

Dear Sir(s)/Madam(s),

In accordance with invitation for bids under your bidding document/Rfp ……. dated……..M/s……having its registered/head office at ……(here in after called "Bidder") wish to participate in the said bid.

We, the ……. (Name and address of the bank), having our head office at …….guarantee and undertake to pay immediately on demand by Commissioner, Bruhath Bengaluru Mahanagara Palike the amount of …….. without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto One Hundred and Eighty (180) Days from the bid due date If any further extension of guarantee is required, the same shall be extended to such period on receiving instructions from……., on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this……day of ……20……at……

Witness:

Signature: Signature:

Name: Name:

Official Address: Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

Note:

Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be One Hundred and Eighty (180) days after the last date for which the bid is valid.
The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of India from where the BG shall be operated, whichever is higher.

Dasarahalli Zone Annexure-2

Sl. No.	Conventional Street Lights			Pre-replacement annual energy Consumption			Post replacement annual energy consumption			Savings(kWh)	
	Type	Rated Wattage	Quantity(Nos.)	Choke Losses(kW)	Total Wattage	Total((5+6)x burning hours)(kWh)	Rated Wattage of Proposed LED(W)	Quantity of Replaced LED(No.)	Total(8x9xburninghours)kWh	kWh(7-10)	%(11/7*100)
1	2	3	4	5	6	7	8	9	10	11	12
A	Conventional Streetlights/Floodlights										
A-1	SV250w	250	50	38	288	55,114	120	50	23,004	32,110	58.26%
A-1	MH400W	400	340	60	460	5,99,638	200	340	2,60,712	3,38,926	56.52%
A-1	TL40W	40	1	6	46	176	120	1	460	-284	-160.87%
A-2	SV250w	250	632	38	288	6,96,638	90	632	2,18,078	4,78,560	68.70%
A-2	MH400W	400	66	60	460	1,16,400	200	66	50,609	65,791	56.52%
A-2	TL40W	40	1	6	46	176	90	1	345	-169	-95.65%
B-1	SV250w	250	10698	38	288	1,17,92,138	65	10698	26,66,049	91,26,089	77.39%
B-1	MH400W	400	272	60	460	4,79,710	200	272	2,08,570	2,71,140	56.52%
B-1	TL40W	40	27	6	46	4,762	65	27	6,729	-1,967	-41.30%
B-2	SV250w	250	3836	38	288	42,28,327	40	3836	5,88,289	36,40,038	86.09%
B-2	MH400W	400	128	60	460	2,25,746	200	128	98,150	1,27,596	56.52%
B-2	TL40W	40	8	6	46	1,411	40	8	1,227	184	13.04%
B-2	MV125W	125	238	19	144	1,31,171	40	238	36,500	94,671	72.17%
Total-A			16,297			1,83,31,406		16,297	41,58,721	1,41,72,686	77.31%
B	Existing LED Streetlights/ Floodlights										
1	LED24W	24	70	0	24	6,441	N/A	N/A			0%
2	LED30W	30	1414	0	30	1,62,638	N/A	N/A			0%
5	LED65W	65	2121	0	65	5,28,574	N/A	N/A			0%
6	LED90W	90	9423	0	120	43,35,334	N/A	N/A			0%
7	LED120W	120	751	0	120	3,45,520	N/A	N/A			0%
Total-B			13,779			53,78,508	N/A	N/A	53,78,508		0%
Total=A+B(Existing Street Lights)			30,076			2,37,09,914			95,37,228	1,41,72,686	59.78%
Burninghours:10hoursfor181daysand11hoursfor184days											

Description

Pre implementation energy consumption (Presumptive Consumption)	23709914	kWh
Post implementation	9537228	kWh
Energy Savings Percentage	59.78%	
Empty Poles	1214	
Consumption of Empty Poles	384965	
Total Net Savings (kWH)	9922193	
Net Savings(kWh)	13787721	
Guaranteed Savings	58.15%	

Rajarajeshwari Nagar Zone Annexure-3

Sl. No.	Conventional Street Lights			Pre-replacement annual energy Consumption			Post replacement annual energy consumption			Savings(kWh)	
	Type	Rated Wattage	Quantity(Nos.)	Choke Losses(kW)	Total Wattage	Total((5+6)x burning hours)(kWh)	Rated Wattage of Proposed LED(W)	Quantity of Replaced LED(No.)	Total(8x9xburninghours)kWh	kWh(7-10)	%(11/7*100)
1	2	3	4	5	6	7	8	9	10	11	12
A	Conventional Streetlights/Floodlights										
A-1	SV250w	250	1,256	38	288	13,84,457	120	1256	5,77,860	8,06,597	58.26%
A-1	MH400W	400	62	60	460	1,09,346	200	62	47,542	61,804	56.52%
A-1	TL40W	40	5	6	46	882	120	5	2,300	-1,419	-160.87%
A-2	SV250w	250	4037	38	288	44,49,884	90	4037	13,93,007	30,56,877	68.70%
A-2	MH400W	400	77	60	460	1,35,800	200	77	59,044	76,757	56.52%
A-2	TL40W	40	30	6	46	5,291	90	30	10,352	-5,061	-95.65%
A-2	MH200W	200	1	30	230	882	120	1	460	422	47.83%
B-1	SV250w	250	39214	38	288	4,32,24,612	65	39214	97,72,521	3,34,52,091	77.39%
B-1	MH400W	400	385	60	460	6,79,001	200	385	2,95,218	3,83,783	56.52%
B-1	TL40W	40	147	6	46	25,926	65	147	36,634	-10,708	-41.30%
B-1	MH200W	200	14	30	230	12,345	120	14	6,441	5,904	47.83%
B-2	SV250w	250	10852	38	288	1,19,61,888	40	10852	16,64,263	1,02,97,626	86.09%
B-2	MH400W	400	70	60	460	1,23,455	200	70	53,676	69,779	56.52%
B-2	TL40W	40	143	6	46	25,220	40	143	21,930	3,290	13.04%
B-2	MH150W	150	12	23	173	7,936	40	12	1,840	6,096	76.81%
Total-A			56,305			6,21,46,926		56,305	1,39,43,089	4,82,03,837	77.56%
B	Existing LED Streetlights/Floodlights										
1	LED24W	24	3182	0	24	2,92,795	N/A	N/A			0%
2	LED30W	30	2891	0	30	3,32,523	N/A	N/A			0%
3	LED49W	49	1410	0	49	2,64,891	N/A	N/A			0%
4	LED65W	65	5738	0	65	14,29,967	N/A	N/A			0%
5	LED90W	90	7749	0	90	26,73,870	N/A	N/A			0%
6	LED150W	150	46	0	150	26,455	N/A	N/A			0%
7	LED200W	200	16	0	200	12,269	N/A	N/A			0%
8	LED120W	120	65	0	120	29,905	N/A	N/A			0%
Total-B			21,097			50,62,674	N/A	N/A	50,62,674		0%
Total=A+B(Existing Street Lights)			77,402			6,72,09,600			1,90,05,763	4,82,03,837	71.72%
Burninghours:10hoursfor181daysand11hoursfor184days											

Description

Pre implementation energy consumption (Presumptive Consumption)	67209600	kWh
Post implementation	19005763	kWh
Energy Savings Percentage	71.72%	
Empty Poles	5280	
Consumption of Empty Poles	1296484	
Total Net Savings (kWH)	20302247	
Net Savings(kWh)	46907353	
Guaranteed Savings	69.79%	